

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DANVILLE, ILLINOIS

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS'
DISTRICT COUNCIL AND
LABORERS' LOCAL 703

(PUBLIC WORKS DEPARTMENT/POLICE MECHANIC)

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AGREEMENT

THIS AGREEMENT is made and entered into as of May 1, 2014, by and between the CITY OF DANVILLE, Illinois (the "City"), and THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL and LABORERS' LOCAL 703 (the "Union").

WITNESSETH:

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its full-time employees who are within the provisions of this Agreement, insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the City effectively in a responsible and efficient manner; and

WHEREAS, the City has historically recognized the Union as the bargaining unit for the classifications of employees hereinafter set forth; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering wages, hours and certain terms and conditions of employment and to provide for the prompt and fair settlement of grievances without any undue interruption of or other interference with the operations of the City's services to the public.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE 1 IN GENERAL

Section 1.1. General Definitions. Unless the context clearly requires otherwise, certain words, terms and phrases used in this Agreement shall have the meanings given them from place to place herein.

Section 1.2. Certain Words Used Herein. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used. The defined terms used herein include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

Section 1.3. References to Articles, Etc. References to articles, sections, subsections, paragraphs and other subdivisions of this Agreement are to the designated articles, sections, subsections, paragraphs and other subdivisions of this Agreement.

Section 1.4. Headings. The headings of this Agreement, and the Table of Contents, are for convenience only and shall not define or limit the provisions hereof.

ARTICLE 2 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining over wages, hours and certain other conditions of employment. The benefits of any and all decisions reached as a result of this Agreement shall apply equally to all employees in such bargaining unit (the "employees"). The provisions of this Agreement are effective only to the extent permitted by law.

Section 2.1. Departments and Divisions. The bargaining unit shall consist of the following classifications of full time positions in the City Divisions and Departments (or successor departments/divisions) listed:

A. The Public Works Department consisting of the following divisions:

1. Parks Laborers;
2. Streets, Sewers and Solid Waste Laborers;
3. Lift Station Operators;
4. Public Building Maintenance Workers;
5. Parks & Public Property Mechanics;
6. City Electricians;
7. Central Vehicle Maintenance Mechanics (includes Mechanics-in-Training);
8. Yard Waste Site Operator.

B. The Police Department, consisting of the following divisions:

1. Mechanics.

ARTICLE 3 UNION SECURITY, CHECKOFF AND FAIR SHARE FEES

Section 3.1. Checkoff. Upon the filing with the City of a written request for such deduction in the form set forth in Appendix A, signed by the employee, the City will deduct monthly union dues from the wages of each such employee and remit such amount deducted to the appropriate officer of the Union monthly.

Section 3.2. Notice and Remittance of Dues. The Union shall notify the City in writing of the amount of the union dues to be deducted annually. Deductions shall be made on each payday, up to a maximum of four paydays per month, and shall be remitted, together with an itemized statement, to the Treasurer of the Union by the fifteenth (15th) day of the month following the

month in which the deduction is made. All vacation pay will have union dues withheld from any such check issued on the applicable payday and in accordance with the provisions of this Section.

Section 3.3. Fair Share Fees. Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty (30) days of attaining a position included in the bargaining unit, shall be required to pay, in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, but in no event shall such costs include any political contributions that may be made by the Union. Should any employee covered by this Agreement be unable to pay such fair share fee based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount as is equal to the fair share fee shall be deducted from such employee's checks and paid to a charitable organization mutually agreed upon by the Union and such employee. Such fair share fee shall not exceed the amount of monthly union dues required of members of the Union, and shall be deducted and forwarded to the Union on the same basis and intervals as dues as provided in Section 3.2 hereof. The Union hereby agrees to comply with all applicable laws governing the rights of employees required to pay any fair share fee. Any disputes or complaints concerning the deduction of any fair share fee or the amount thereof shall be administered through the procedures established therefore by the Illinois State Labor Relations Board.

Section 3.4. No Discrimination. There shall be no discrimination or intimidation against any employee by the Union or the City because of any employee's membership or lack of membership in the Union or by virtue of any employee's holding office or not holding office in the Union. The provisions of this Agreement shall be applied to all employees without discrimination.

Section 3.5. Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action properly taken by the City at the request of the Union in accordance with Section 3.1, 3.2 or 3.3 of this Article.

**ARTICLE 4
MANAGEMENT RIGHTS**

It is recognized that the City has and shall continue to retain the sole right and authority to operate and direct the affairs of the City in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained by the City are the City's right to determine its mission and policies; to set standards of service offered to the public, to determine the methods, means, organization and number of personnel needed to carry out such mission, to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in and by the various departments or by the employees of the City; to schedule and assign work; to hire and assign employees; to transfer employees between departments; to transfer employees between divisions within the same department; to establish normal work hours; to establish work and productivity standards; to assign overtime; to make and enforce rules and regulations; to change

or eliminate existing methods, equipment or facilities, and to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons, to promote and to discipline, suspend or discharge for just cause, provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE 5 NO STRIKES-NO LOCKOUTS

Section 5.1. No Strike. The Union, its officers and agents and the employees covered by this Agreement, agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other interruption of any City services or operations during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 5.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1. Definition. A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees with respect to a single and common issue, who is or are covered by this Agreement, against the City involving as to him/her or them the meaning, interpretation or application of the express provisions of this Agreement.

Section 6.2. Non-Disciplinary Matters. In any non-disciplinary matter, no grievance may be filed if the City follows the following procedure before taking a proposed action which is not clearly provided for in this Agreement:

- A. Obtains approval of the Union Steward before taking the proposed action;
- B. If the Union Steward is not at work on the day of the proposed action, the City obtains the approval of the Business Manager of Laborers' Local 703 or his designee before taking the proposed action;
- C. If the Union Steward and the Business Manager, or his designee, are not at work or available, the City has a meeting with all of the employees of the division which will be affected by the proposed action, the City informs the employees of the proposed action, and no employee objects to the proposed action as being contrary to this Agreement.
- D. Any action taken by the City using the above-described procedure shall not bind the Union beyond the day the proposed action was taken.

Section 6.3. Procedure.

Step 1: Any employee or employees covered by this Agreement who has or have a grievance shall submit it to the department head or other person who is designated for that purpose by the City; provided that said grievance shall set forth in writing all relevant facts and dates, the provisions of this Agreement allegedly violated, and the requested remedy, and it shall be signed and dated by both the aggrieved employee or employees and the appropriate Steward on such form as may be mutually agreed upon by the parties. The department head, or other designated representative, shall discuss the grievance within five (5) business days with no more than two (2) union representatives at a time mutually agreeable to both parties. The department head or designated representative of the City shall give his/her written answer within five (5) business days after such discussion.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor, or his/her designated representative, on the same form submitted in Step 1, within five (5) business days after the City's answer in Step 1, and it shall be signed and dated by the Union representative. A meeting between the Mayor, and/or his/her representative, and no more than two (2) Union Representatives shall be held at a time mutually agreeable to the parties within five (5) business days after receipt of the grievance by the Mayor or his/her designated representative. The Mayor or his/her representative shall give the City's written answer to the Union within ten (10) business days following the meeting.

Section 6.4. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 2. Such referral to arbitration shall be made in writing, signed by the grievant and the Union, and delivered to the mayor within such seven (7) business days' time period. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall, within an additional three (3) days, jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from the State of Illinois. Either party may reject one (1) entire panel. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The other party shall then strike the second name, with the party requesting arbitration to strike the third name and the other party to strike the fourth name. The remaining person shall be the arbitrator. The arbitrator shall be notified of such selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing, subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Danville, Illinois.

Section 6.5. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, mollify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a finding with respect to the specific issue or issues submitted to him/her in writing by the City and the Union, and shall have no authority to make a finding on any other issue not so submitted to him/her. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. It is the intent of the parties that the arbitrator submit in writing his/her finding within thirty (30) days following the close of the

hearing or the submission of briefs by the parties, whichever is later, unless the parties otherwise agree to an extension thereof. The finding shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 6.6. Fees and Expenses of Arbitration. The fees and expenses of the arbitrator, if any, and the costs of a written transcript for the arbitrator, if any, shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6.7. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step with the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Fridays, inclusive, excluding Saturdays, Sundays and holidays on which the City Building is closed.

Section 6.8. Right of Employee to Present Grievance Without Union. Nothing in this Article prevents an employee covered by this Agreement from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union, provided that the Union is afforded the opportunity for not more than two (2) Union representatives to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement. There shall be no intimidation by the City or the Union with respect to the right of any employee covered by this Agreement to present a grievance to the City pursuant to this Article.

Section 6.9. Union Representatives. The Union shall select one (1) employee from each department to act as a representative of the Union, for the purpose of attending such grievance meetings as are scheduled in accordance with Step 1 and Step 2 of the grievance procedure established by this Article. The Union, prior to January 1 of each year, shall certify to the City in writing the names of all such Union representatives for such calendar year.

Section 6.10. Exclusivity of Grievance Procedure. The procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance or dispute in Section 6.1 which was or could have been raised by an employee covered by this Agreement.

Section 6.11. Illinois Uniform Arbitration Act to Apply. Except as otherwise provided herein, arbitration under this Article shall be subject to the provisions of the Illinois Uniform Arbitration Act.

ARTICLE 7 SENIORITY

Section 7.1. Definition and Application of Seniority. For purposes of this Agreement, seniority is defined as the employee's length of continuous cumulative active service with the City. Seniority shall be followed in lay-offs, permanent transfers, promotions and recalls, as hereinafter provided, except that callbacks under Section 7.5 below shall be based upon divisional/departmental seniority. In the case of recalls from layoff, seniority shall be followed only to the extent that the senior person is qualified to perform the work of the position.

Section 7.2. Termination of Seniority. Seniority shall be terminated when an employee:

- A. Resigns, quits or dies;
- B. Is discharged for just cause;
- C. Retires;
- D. Is on layoff and fails to return to work when recalled; or
- E. Is on layoff for a period of three (3) years or more.

Section 7.3. Layoff and Recall.

A. Layoffs shall be in reverse order of seniority within the bargaining unit, except that prior to any forced layoff, the City shall first solicit the Union for volunteers for such layoff. The Union shall have a period of 48 hours from the time of such request to produce any volunteer for such layoff.

B. When it is necessary to reduce the number of employees by means of layoff, they will be removed beginning with employees with the least seniority in the bargaining unit. To realign the remaining work force, employees in the affected department/division will be transferred in order of reverse departmental seniority, provided that the transferee is qualified and capable of performing the work, but a transferee who is not qualified and capable shall take the layoff in lieu of any less senior employee in the bargaining unit.

C. Employees who have been laid off will be recalled in order of seniority in the bargaining unit, provided that they are qualified and capable of performing the work of the position. Recalls will also be subject to the following rules:

(1) An employee shall be eligible for recall from layoff for the lesser of three (3) years after the layoff or a period of time equal to his/her cumulative time of service with the City as an employee prior to the layoff.

(2) Any employee who is recalled from layoff but fails to report to work within seventy-two (72) hours after being recalled shall be deemed to have waived his/her right to recall and his/her further eligibility for recall.

D. Notwithstanding the foregoing layoff procedure, effective May 1, 2016, when it becomes necessary to reduce the number of employees by means of layoffs that will last a duration of five (5) working days or less, employees will be laid off in the following manner:

- (1) The City shall solicit volunteers to be laid off;
- (2) If there are insufficient volunteers, the City may determine in what divisions layoffs are necessary. After determining in what divisions layoffs are necessary, layoffs will be made by inverse seniority in the affected division(s).
- (3) In order to implement the foregoing procedure, the City must:
 - (a) Establish a list of skills that are required of each employee in the following divisions: streets, sewer, solid waste, parks;
 - (b) Establish a list of which skills each employee of the Public Works Department is qualified to perform;
 - (c) Establish a procedure by which employees may be trained and qualified for each skill established by the City;
 - (d) Allow more senior employees to temporarily transfer divisions to avoid a layoff but only if they have the requisite skills for the division to which they would be temporarily transferring.
- (4) Any layoff of five (5) days or less shall not affect an employee's eligibility for health insurance so long as the employee makes his or her required contribution.
- (5) No employee shall be laid off under this section D for more than ten working days in any twelve month period.

Section 7.4. Interdepartmental Transfer. In the event of any job opening in the classifications of positions in the City departments listed in Article 2 of this Agreement, the City personnel office shall so notify the Union of such opening, and any qualified employee within the bargaining unit may apply to transfer to such open position. The City, in its sole discretion, shall determine whether a transfer will be permitted and, if so, whom to transfer. In exercising its discretion, the City will consider the following factors: seniority, supervisor's evaluation, work history and needs of the department from which the proposed transferee would be transferred. A transferred employee will be given 20 working days probationary period to insure that the employee is capable of performing the tasks which he/she will be required to do. It is understood that at any time during this probationary period, the employee or City may nullify the transfer with or without cause, in which case, the employee shall return to his/her position prior to the transfer without any impact on his or her seniority. In the event a senior employee is denied a transfer, he or she may request a meeting with the department head to discuss the denial.

Section 7.5. Overtime Call-back.

A. Voluntary Call-back. Seniority within the affected department/division shall apply to any voluntary call-back to duty, provided, however, that any and all instances of a call-back to duty shall be subject to the sole discretion of the City. All instances of voluntary call-back to duty shall be offered by the City first to the most senior employee within the employee classification of the division/department, and then down the list to the least senior employee. The least senior employee, that the City has been able to reasonably contact, who is qualified to do the work for which the call-back is made shall accept the call-back if all more senior employees have declined. Notwithstanding the foregoing, the Lift Station Operator, Public Building Maintenance Worker, Parks & Public Property Mechanic, Central Vehicle Maintenance Mechanics, City Electrician and Yard Waste Site Operator shall not be included in the list of employees and seniority for voluntary call-back, unless the call-back involves work that is already performed by such person(s) in their position(s), in which case, such voluntary call-back shall be first offered to the applicable person and position. However, in the event the City has exhausted the list, and is going to offer voluntary call-back to any auxiliary worker, then the foregoing persons shall be first offered such voluntary call-back based upon their respective seniority. If any of the foregoing persons accept such call-back, his/her rate of pay shall be the same as the position for which the call-back is made and not the rate that such person has for his/her normal duties and classification.

B. Emergency Weather Call-back. Seniority for emergency call backs shall be in accordance with Section 8.3(D).

**ARTICLE 8
HOURS OF EMPLOYMENT**

Section 8.1. Application. This Article is intended to define the normal duty hours of work and to provide the basis for calculation and the payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. For purposes of pay-off and calculation of eligibility for overtime pay rates, the work week shall be from Wednesday through Tuesday. The regular work week shall consist of forty (40) hours in five (5) days, Monday through Friday. The regular work day shall consist of eight (8) consecutive hours within a twenty-four (24) hour period, exclusive of a lunch period as defined in Section 8.2. No employee shall clock in or out for any other employee without the prior consent of the supervisor.

Section 8.2. Normal Duty Hours.

A. The normal duty hours for employees covered by this Agreement shall be 7:00 a.m. to 3:30 p.m. Any employee reporting to work at his/her normal starting time without being notified that no work is available shall be deemed to have worked a minimum of four (4) hours for that day. If an employee is required to work past his/her regular quitting time, then the employee shall be allowed a half hour paid meal break after three (3) hours additional work, with the meal to be purchased by the employee.

B. There shall be a one-hour lunch period, of which one-half hour is unpaid, to begin no earlier than 11:00 a.m. and end no later than 1:00 p.m. as the supervisor directs. Travel to and from the job site is included in the one-hour lunch period, except that additional time may be allowed as authorized by the employee's supervisor considering the employee's job site location and/or the vehicle or equipment that the employee is using for transportation to and from the Public Works facility. Restroom breaks may be taken as needed and shall be taken on the jobsite if possible, or if not possible, at such place as approved or directed by the supervisor. Certain approved City-owned vehicles and/or equipment may be used for such travel under the following conditions:

(1) All occupants of the vehicle/equipment agree to a single location to travel to for the lunch/restroom period which is nearest the jobsite area. If all occupants do not agree the vehicle/equipment must return to the Public Works Facility and all occupants must punch out.

(2) All vehicles/equipment are to be legally and properly parked on the lot of the establishment selected. All grocery stores, bars and liquor establishments are prohibited. Restaurants that also serve liquor are acceptable provided no liquor is purchased or consumed.

(3) If traveling to a home, the vehicle/equipment must be legally parked in the nearest right of way and shall not be parked in the driveway or on private property.

(4) All locations, including routes of travel, shall be within the Corporate limits of the City of Danville.

C. The Union and the City recognize additional meetings and bargaining may be necessary from time to time to clarify and/or modify rules and regulations for the collective bargaining unit to include provisions as to safety, hydration, sanitation, nourishment and the like for or of employees during his or her work hours.

Section 8.3. Exceptions to Normal Duty Hours.

The Union recognizes that there may be times when the City needs to schedule certain employees at starting and quitting times other than those set forth in Section 8.2 above, due to the nature of the required work; provided, however, that any different schedule of work hours shall have a reasonable basis in the nature of the employee's work, and provided, further, that any different schedule shall be for a consecutive eight hour period of a regular nature and shall not go beyond four (4) months without consent of the Union. The City shall not schedule employees for a different schedule in order to circumvent overtime. All instances of hours scheduled outside normal starting and quitting times shall be offered by the City first to the most qualified senior employee within the employee classification of the division/department, and then down the list to the least qualified senior employee. The least senior employee, that the City has been able to reasonably contact, who is qualified to do the work for which the work schedule is made shall accept the scheduled hours if all more senior employees have declined. Any employee who is scheduled at a starting and quitting time, other than those set forth in Section 8.2 above, shall receive a shift premium as follows:

A. Work performed between the hours of 3:00 p.m. and 11:00 p.m. receive a second shift differential in the amount of 3% of the employee's regular hourly rate of pay.

B. Work performed between the hours of 11:00 p.m. and 7:00 a.m. shall receive a third shift differential in the amount of 5% of the employee's regular hourly rate of pay.

C. Notwithstanding anything herein to the contrary, an employee shall not be entitled to the shift differential if that employee would also receive overtime pay for the hours worked for which a shift differential applies. However, if the employee's starting and quitting times are changed to the second shift or to the third shift, then he or she shall be entitled to receive the shift differential along with any overtime. In any event, the foregoing shift differentials shall not apply to any period of time that an employee is snow plowing or to any work performed pursuant to 8.3(D).

D. Twelve-Hour Shift Responses.

(1) Snow and Ice Control 12-Hour Shift Response. Should the potential for a severe snow and/or ice event occur, the City may enact a mandatory Snow and Ice Control 12-Hour Shift Response upon the following terms:

(a) Snow and Ice Control Shifts shall consist of Shift A and Shift B. Shift A shall commence at 7:00 a.m. and continue until 7:15 p.m. Shift B shall commence at 7:00 p.m. and continue until 7:15 a.m. the following morning.

(b) When the Snow and Ice Control Shift is implemented within three (3) hours of the Shift A starting time, Shift A shall respond. When the Snow and Ice Control Shift is implemented within three (3) hours of the Shift B starting time, Shift B shall respond. When the Snow and Ice Control Shift is implemented at any other time, management shall determine which shift shall respond first.

(c) Personnel shall report to their assigned shift upon three (3) hours' notice.

(d) Employees unable to report for work may use earned time leave for the eight (8) hours straight time portion of their shift, when the twelve (12) hour shift response occurs during the normal work week.

(e) The first eight (8) hours of the twelve (12) hours will be considered the employee's regularly scheduled shift and shall be paid at straight time. The last four (4) hours of the twelve (12) hours shall be paid or calculated at the appropriate overtime rate.

(f) Employees shall be required to work in twelve (12) hour shifts as assigned until the event is terminated or as otherwise directed by management.

(g) Upon implementation, Snow and Ice Control Shifts shall continue for a period of twenty-four (24) hours, i.e. two (2) twelve hour shifts.

(h) All provisions for overtime pay in Section 8.4 shall apply, including shift differential, if previously applicable, as stated in Sections 8.3(A) and (B). Should Snow and Ice Control Shift activation occur on the weekend, overtime pay shall apply as stated in Section 8.4.

(i) Management shall have the discretion to assign employees in the following classifications to either a Shift A or Shift B in order to meet the operational needs of each snow and ice control event: lift station operator(s); electrician(s); mechanic(s); building maintenance personnel. Employees classified as police mechanic are exempt from assignment to a Snow and Ice Control Shift. Assignment of the remaining personnel to Shift A and Shift B shall be completed on the first Monday of October each year. The assignment shall remain until the following October. Each shift will contain an equal number of employees.

(j) Employees shall have the opportunity to select their shift assignment by departmental seniority. However, once a shift is filled, the remaining employees will be assigned to the other shift.

(k) No member of the bargaining unit may operate equipment more than eighteen (18) consecutive hours and shall have at least six (6) hours between shifts.

(l) When the Snow and Ice Control Shift is deactivated, employees shall be required to report for their next regularly scheduled work day. Alternatively, the employee may fulfill this requirement by using any combination of the following: earned time leave; vacation time; leave-no-pay, which would be approved; or, application of overtime hours worked immediately preceding their next regularly scheduled work day. Additionally, should the Snow and Ice Control Shift be deactivated at the same time Shift B ends at 7:00 a.m. during the week, the Shift B employees may choose to work a "make-up" shift so long as a minimum of ten (10) Shift B employees choose to do so. The "make-up" shift would be from 3:30 p.m. to Midnight. Shift B employees shall indicate their intent to participate in the "make-up" shift as soon as they become aware it could be applicable to the deactivation of the Snow and Ice Control Shift. Any employee working the "make-up" shift would not be eligible for overtime during the period of such "make-up" shift.

(2) Non-Snow or Ice Emergency 12-Hour Shift Response. Should a severe, non-snow or ice, weather or similar emergency event occur (ie tornado, destructive wind, earthquake, power outage, water outage, etc.), the City may enact a mandatory Emergency Response Shift upon the following terms:

(a) Emergency Response Shifts shall consist of Shift A and Shift B. Shift A shall commence at 7:00 a.m. and continue until 7:15 p.m. Shift B shall commence at 7:00 p.m. and continue until 7:15 a.m. the following morning.

(b) When the Emergency Response Shift is implemented within three (3) hours of the Shift A starting time, Shift A shall respond. When the Emergency Response Shift is implemented within three (3) hours of the Shift B starting time, Shift B shall respond. When the Emergency Response Shift is implemented at any other time, management shall determine which shift shall respond first.

(c) Personnel shall report to their assigned shift upon three (3) hours notice.

(d) Employees unable to report for work may use earned time leave for the eight (8) hours straight time portion of their shift, when the twelve (12) hour shift response occurs during the normal work week.

(e) The first eight (8) hours of the twelve (12) hours will be considered the employee's regularly scheduled shift and shall be paid at straight time. The last four (4) hours of the twelve (12) hours shall be paid or calculated at the appropriate overtime rate.

(f) Employees shall be required to work in twelve (12) hour shifts as assigned until the event is terminated or as otherwise directed by management.

(g) Upon implementation, Emergency Response Shifts shall continue for a period of twenty-four (24) hours, i.e. two (2) twelve hour shifts.

(h) All provisions for overtime pay in Section 8.4 shall apply, including shift differential, if previously applicable, as stated in Sections 8.3(A) and (B). Should Emergency Response Shift activation occur on the weekend, overtime pay shall apply as stated in Section 8.4.

(i) Management shall have the discretion to assign employees in the following classifications to either a Shift A or Shift B in order to meet the operational needs of each snow and ice control event: lift station operator(s); electrician(s); mechanic(s); building maintenance personnel. Employees classified as police mechanic are exempt from assignment to an Emergency Response Shift. Assignment of the remaining personnel to Shift A and Shift B shall be completed on the first Monday of October each year. The assignment shall remain until the following October. Each shift will contain an equal number of employees.

(j) Employees shall have the opportunity to select their shift assignment by divisional seniority. However, once a shift is filled for each division, the remaining employees will be assigned to the other shift.

(k) No member of the bargaining unit may operate equipment more than eighteen (18) consecutive hours and shall have at least six (6) hours between shifts.

(l) When the Emergency Response Shift is deactivated, employees shall be required to report for their next regularly scheduled work day. Alternatively, the employee may fulfill this requirement by using any combination of the following: earned time leave; vacation time; leave-no-pay, which would be approved; or, application of overtime hours worked immediately preceding their next regularly scheduled work day. Additionally, should the Emergency Response Shift be deactivated at the same time Shift B ends at 7:00 a.m. during the week, the Shift B employees may choose to work a "make-up" shift so long as a minimum of ten (10) Shift B employees choose to do so. The "make-up" shift would be from 3:30 p.m. to Midnight. Shift B employees shall indicate their intent to participate in the "make-up" shift as soon as they become aware it could be applicable to the deactivation of the Emergency Response Shift. Any employee working the "make-up" shift would not be eligible for overtime during the period of such "make-up" shift.

Section 8.4. Overtime Hours and Pay.

A. In General. Any hours actually worked by an employee covered by this Agreement in excess of forty (40) hours during a Wednesday through Tuesday work week for scheduled overtime shall be compensated at the rate of one and one-half (1½) times such employee's regular hourly rate of pay, except as otherwise provided in this Article. For purposes of calculating eligibility for overtime pay, earned time bank leave and earned time leave shall not be considered as time worked, but holidays, vacation and bereavement leave shall be considered as time worked.

B. Scheduled Overtime. For purposes of this Section, "scheduled overtime" shall mean any work that has been planned or scheduled to be performed at times outside normal duty hours hereunder for which at least eight (8) hours advanced notice has been given by the City to the affected employee(s).

C. Continuation Work. The City shall have the right to assign work to continue beyond 3:30 p.m., subject to the following conditions:

(1) The continuation work will be assigned at the discretion of the City within one (1) hour of the time when the City determines the need for Continuation Work. The City shall inform the Union Steward, or the Business Manager in the absence of the Steward, when it becomes aware of facts or circumstances that may lead to the imposition of Continuation Work.

(2) The continuation work will be compensated at overtime rates of pay whether or not the employee has actually worked forty (40) hours during the Wednesday through Tuesday work week; and

(3) In the event an employee has a conflict and is unable to perform the continuation work, he/she shall remain at the job site until the replacement worker arrives.

(4) Continuation Work must first be assigned to employees already at the site where the Continuation Work is to be performed.

(5) Continuation Work is defined as work that must be completed immediately but was not anticipated to extend beyond normal duty hours at the time of scheduling of the particular day's work activities. Examples of Continuation Work include, but may not be limited to, the following: mechanical failures that result in delays/decreased production levels; delays resulting from untimely delivery of materials; and, lack of knowledge of a condition which leads the City to determine the need for an immediate response.

E. **Unscheduled Overtime Work.** Notwithstanding anything herein to the contrary, any call-back to work that has not been planned or scheduled ("unscheduled overtime") shall be compensated at overtime rates of pay whether or not the employee has actually worked forty (40) hours calculated under Subsection A above. Unscheduled overtime work shall include work that is reasonably anticipated to run two hours beyond normal duty hours and has not been previously scheduled in accordance with the provisions of Subsection A. All unscheduled overtime work shall be assigned to employees in accordance with the call-back provisions of Article 7, Section 7.5.

Section 8.5. Sunday and Holiday Overtime Pay. Any hours worked by an employee covered by this Agreement on Sunday or on an observed holiday listed in Section 11.7, shall be compensated at the rate of two (2) times such employee's regular hourly rate of pay.

Section 8.6. Additional Overtime Pay. Any employee who works more than fortyeight (48) hours during a Wednesday through Tuesday work week shall be compensated at the rate of two (2) times such employee's regular hourly rate of pay for the first consecutive eight (8) hours of additional overtime, and at the rate of three (3) times such employee's regular hourly rate of pay for the second consecutive eight (8) hours of additional overtime.

Section 8.7. Minimum Call-back Pay. All voluntary and emergency call-backs shall be paid for a minimum of two (2) hours. A call-back shall occur any time an employee is recalled to the job after having punched out. Any employee called back shall be permitted to leave after completion of the job for which he/she was recalled, unless one or more additional callback conditions arise prior to completion of such job, in which event such employee shall remain on duty to complete the work required to address such additional conditions.

Section 8.8. Unscheduled Emergency Call-back. Whenever the Mayor or his/her duly authorized designee shall reasonably determine that weather or other unusual conditions are such as to constitute an emergency, he shall have the authority to direct one or more of the department heads or supervisors to call back their respective employees for such emergency. Any call-back to work for such an emergency shall be deemed overtime for purposes of this Article, and employees so called back shall be compensated at overtime rates of pay whether or not they have actually worked forty (40) hours during the Wednesday through Tuesday work week.

If the Mayor or his designee determines an emergency requires a twelve (12) hours shift response as presented in Section 8.3, and this occurs during the Wednesday through Tuesday work week, eight (8) of the twelve (12) hours will be the employee's normal work day and paid at straight time.

Should severe weather or other unusual conditions arise that are such as to reasonably constitute an emergency (such as, destructive wind, earthquake, man-made or natural disaster) all bargaining unit members are required to make contact with their respective after-hours on-call phone or supervisor immediately and receive instructions. Employees have one (1) hour to ensure the safety of family members before reporting to the Public Works Facility. Should phone service not be available as a result of the event, all bargaining unit members shall report directly to the Public Works Facility on Voorhees St. All reporting employees will be paid in accordance with Section 8.7.

ARTICLE 9 VACATIONS

Section 9.1. Vacation Eligibility. Vacation time shall be taken by full-time employees covered by this Agreement. Part-time employees, if any, are not eligible for vacation, except as hereinafter provided. Such vacation time shall be earned and shall be calculated as follows:

A. For employees who have completed one (1) year but less than five (5) years of service, ten (10) days (80 hours);

B. For employee who have completed five (5) years but less than ten (10) years of service, fifteen (15) days (120 hours);

C. For employees who have completed ten (10) years, but less than twenty (20) years of service, twenty (20) days (160 hours); and

D. For employees who have completed twenty (20) years of service, one (1) additional day (8 hours) for each year of service over twenty (20) years, to a maximum of twenty-five (25) days.

E. Any full-time employee who actually works less than 1,360 hours in the 365 days preceding his/her anniversary date, shall receive vacation prorated on the basis of a normal work year of 2,080 hours.

Section 9.2. Continuous Service. For purposes of Section 9.1 above, service shall be measured and based upon the length of continuous service, starting with the first day of full-time employment with any department of the City. Absence from work resulting from an on-the-job injury covered by the City's worker's compensation shall not be deemed to be an interruption of service for purposes of this Article. Absence from work due to layoff or off-the-job injury or illness for a period of one (1) year or more shall be deemed an interruption in service.

Section 9.3. Vacation Scheduling. Vacations shall be scheduled by division so as not to disrupt the services provided by such division as determined by the Department Head or his designee. During the period from April 1 to October 31, inclusive, there shall be no more than two (2) employees scheduled for vacation greater than three (3) consecutive days in each of the Streets and Solid Waste divisions, and no more than one (1) employee scheduled for vacation in each of the Parks, Sewers and Central Vehicle Maintenance divisions. Each employee may schedule his or her vacation time at any time, starting with the first business day after January 1st of each year. Vacation time scheduling is on a first come first serve basis, and seniority shall not apply in the scheduling of this time.

Section 9.4. Payment Upon Termination. Any full-time employee who is covered by this Agreement and who quits, retires, dies, or is otherwise terminated from the City, shall be paid for any unused vacation time for that annual vacation period, at the time of such termination.

ARTICLE 10 LEAVES OF ABSENCE

Section 10.1. Earned Time Bank.

A. In General. Sick leave accumulated prior to December 1, 1988, and earned time leave accumulated after November 30, 1988, which is not used as hereinafter provided, shall continue to be accumulated up to a maximum accumulation of one hundred twenty (120) days. For purposes of this Agreement, such accumulated leave shall be referred to as the "earned time bank". Leave resulting from industrial injury or illness which is covered by worker's compensation shall not be charged against the employee's earned time bank.

B. Use of Accumulated Earned Time Bank. An employee's earned time bank, if any, shall be available for use as leave only for sickness or injury after the employee has used all of his/her current leave time.

C. Eligibility for Sick Leave. In order to be eligible to use earned time bank benefits as above specified, an employee returning to work must present to the department head or his/her designee, a certificate from a licensed physician, stating that he/she personally treated said employee for the sickness or injury which kept the employee from work. The provisions of this subsection C shall not apply to an employee who is absent from work for three (3) consecutive scheduled work days or less.

D. Return to Work. No employee who has been absent on account of sickness or injury and has charged his/her earned time bank for more than three (3) consecutive days of scheduled work shall return to work without first submitting to the department head or his/her designee a certificate signed by a licensed physician stating that the employee is able to perform the duties of his/her employment.

Section 10.2. Earned Time Leave.

A. In General. Each employee covered by this Agreement shall be credited with twelve (12) regular 8-hour work days of earned time leave per year. Earned time leave shall be credited on December 1 of each year during the term of this Agreement, but shall not be accumulated from year-to-year except as hereinafter provided.

B. Scheduling and Use of Earned Time Leave. Earned time leave shall be scheduled by the employee with his/her department head or designee, but no more than one (1) day of such employee's currently available earned time leave may be scheduled for any calendar month.

C. Unscheduled Use of Earned Time Leave. In the event an employee is sick or injured and unable to work, he/she shall take earned time leave for such sickness or injury and shall so notify the supervisor or department head at the earliest reasonable time, but not more than 15 minutes after the start of the shift unless in case of emergency. No employee who has been absent on account of sickness or injury on unscheduled earned time leave for more than three (3) consecutive days of scheduled work shall return to work without first submitting to the department head or his/her designee a certificate signed by a licensed physician stating that he/she personally treated said employee for the sickness or injury which kept the employee from work.

D. Purchase of Unused Earned Time. On or before the second pay period of the month of December of each year, the City shall purchase from each employee so much of the unused earned time leave which such employee had to his/her credit on the previous November 30 as such employee elects on a form provided by the City. The rate of purchase shall be at the employee's then hourly base wage for each 8-hour earned time leave day to be purchased. Any unused earned time leave which the employee does not so elect to sell to the City shall be added to such employee's earned time bank, to a maximum accumulation of one hundred twenty (120) days.

E. Refund of Excess Earned Time Leave for Part-Year Employment. In the event that any employee is voluntarily or involuntarily terminated as an employee of the City during the term of this Agreement, earned time leave days shall be treated as if earned at the rate of one (1) day per month commencing on December 1 prior to termination. If any earned time leave days are taken in excess of this rate prior to termination then the employee shall refund to the City upon termination an amount equal to such excess earned time leave days at such employee's then hourly base wage. The City shall have the right to collect such refund out of any monies owed by the City to such employee upon termination, and the City shall have the right to file suit to recover from such employee any shortage or deficiency remaining after any such setoff.

Section 10.3. Union Release Time and Leave.

A. Release Time for Grievance Processing and Negotiations. When notified by the Union, the Employer shall grant Union representatives release time (working time without loss of pay) for investigating and processing grievances and for contract negotiations. Not more than one hour of release time for investigating a grievance shall be allowed the Union without the consent of the Employer. Although such consent may be denied, it shall not be arbitrarily or capriciously denied. Two (2) Union representatives shall be released for grievance meetings with

the City. Four (4) Union representatives per shift shall be released for contract negotiation meetings with the City. Requests to release additional Union representatives from a given shift for grievance and negotiation meetings with the City may be denied but shall not be arbitrarily or capriciously denied. Leave for grievances and negotiations shall not constitute Union leave as set forth below. Nothing contained in this Section shall interfere with situations requiring immediate duty-related action by any employee.

B. Union Leave. The Union shall be entitled to a total of seven (7) days of unpaid leave per calendar year for two (2) Union officers to attend any state, regional or international meeting during such calendar year. Any such Union leave shall be subject to the department head, or his/her designee, being notified of the time and purpose of such leave at least fourteen (14) days in advance of such Union leave. Any Union officer intending to attend such meeting under this Sub-section shall have the right to use vacation time or earned time for attendance at such meeting. Seniority credits shall not be lost for use of Union leave.

Section 10.4. Bereavement Leave. When a death occurs in an employee's immediate family, such employee shall receive a maximum of three (3) consecutive days of scheduled work for paid bereavement leave. For purposes of this Sub-section, an employee's immediate family shall include the spouse, son, daughter, step-son, step-daughter, father, mother, step-mother, step-father, brother, sister, grandfather, grandmother or grandchild of such employee or such employee's spouse. When a death occurs in an employee's extended family, such employee may receive a maximum of two (2) consecutive days of scheduled work for paid bereavement leave. For purposes of this sub-section, an employee's extended family shall include stepbrother, step-sister, step-grandfather, step-grandmother, step-grandchildren, aunt or uncle of a City employee or employee's spouse. The length of bereavement leave shall be subject to approval of the employee's supervisor and shall be based upon funeral and travel arrangements.

Section 10.5. Terminal Leave Pay. Any employee covered by this Agreement who retires from employment with the City shall receive as terminal leave pay an amount equal to one-third of his/her earned time bank at his/her then current hourly base wage, not to exceed forty (40) work days. In the event such retired employee elects to remain a participant in the group medical insurance plan of the City upon retirement, and in addition to the terminal leave pay described above, the City shall pay so much of such retiree's first three (3) monthly premium contributions, which would otherwise be payable by the retiree, as is determined under the following rules:

A. If the retiree is due terminal leave pay for 20 or fewer days (but not less than one (1) day), one (1) month's premium;

B. If the retiree is due terminal leave pay for more than 20 days, but not more than 30 days, two (2) months' premiums; and

C. If the retiree is due terminal leave pay for more than 30 days to the maximum of 40 days, three (3) months' premiums.

D. No additional benefits shall be earned or accrued by such employee after the date of his or her retirement.

Section 10.6. Long-term Disability Leave. Any employee who suffers from an illness or injury which is not related to his/her employment for the City or any other employment (including related to any period of self-employment), and who has exhausted all paid leave to which he or she may be entitled hereunder, and who has exhausted all Family Medical Leave Act leave to which he or she may be entitled by law, may apply to the City for "long-term leave without pay" status. In order to determine eligibility for such status, the City shall have the right to review the applicant's medical records, to confer with his/her physician regarding the applicant, and may direct that the applicant shall be examined by one or more physicians at the City's expense.

In the event the City determines that the applicant is eligible for long-term leave without pay status, then:

A. Such status shall continue until the employee is able to return to work as agreed by his or her own physician and the City's physician, if the City has directed the employee to be examined by its physician at its expense, or until the first anniversary of the determination of such status by the City, which term may be extended by mutual agreement of the City and the employee;

B. The City shall not replace the employee except by an auxiliary worker during the period of such status;

C. The City shall pay the insurance premiums of the employee on the same basis as his/her premiums were paid prior to the determination of such status, without contribution of any portion thereof by the employee under Section 11.4(a) of Article XI.

D. The employee shall not engage in any work or employment for wages, salary, fee, profit or otherwise during the term of such status;

E. No benefits under this Agreement shall accrue or apply to any employee during the term of such status except as provided under this Section 10.6, except that such employee's seniority shall not be affected.

ARTICLE 11 WAGES AND OTHER BENEFITS

Section 11.1. Base Wages. The base wages to be paid during the term of this Agreement are set forth in Appendix B attached hereto and made a part hereof.

A. Base Wages for all Employees hired prior to May 1, 2012 shall be paid in accordance with the Classifications and on Appendix B attached hereto for the remainder of their continuous employment with the City. All Laborers hired prior to May 1, 2012 shall be paid in accordance with the Laborer II Classification on said Appendix B.

B. Base Wages for all employees hired after May 1, 2012 shall be paid in accordance with the Classifications on Appendix B attached hereto. Certain New Laborers shall be paid in accordance with the Classification of Laborer I until such time as that Classification requirement

is filled for the respective Division in which the employee is employed, or that individual is hired for a position recognized as Laborer II within the respective Division.

C. All employees hired after May 1, 2012 shall be paid not less than the Base Wage for the Laborer II Classification for all hours actually worked for snow and ice control operations and other emergency response conditions. Overtime shall be calculated at not less than said Base Wage.

Section 11.2. Longevity Pay. Employees hired after May 1, 2012 shall not receive longevity pay. Employees hired before May 1, 2012 who are covered by this Agreement shall receive the following longevity pay which shall be added to the base wages. Current employees with longevity percentages greater than those listed below shall not change, until or unless, the change increases their longevity percentage in accordance with the schedule below:

A. 2%-beginning at the start of the 5th year and continuing through the 14th year of an employee's continuous employment;

B. 5%-beginning at the start of the 15th year and continuing through the 24th year of an employee's continuous employment;

C. 10%-beginning at the start of the 25th year and continuing for the balance of an employee's continuous employment.

Section 11.3. Payday. Employees shall be paid every Friday. Employees hired after May 1, 2012 shall participate in a Direct Deposit Program of an approved banking institution, for their payment and shall provide all information necessary for City to perform said Direct Deposit. Employees hired before May 1, 2012 may use Direct Deposit or Check Distribution method, however, it is acknowledged the City has until the end of the normal work day to distribute checks.

Section 11.4. Insurance.

A. The City will provide one or more plans of group health insurance (including managed care plans) for all employees. For the period May 1, 2014 through April 30, 2017 eligible employees electing to obtain group health insurance coverage through the City shall pay eleven percent (11%) of the total premium cost as and for their rate of contribution toward the cost of their coverage.

B. Right to Select Carriers. The insurance benefits provided for herein shall be provided under a group insurance policy or policies or through a self-insured plan selected by the City. The City shall notify and consult with the Union before changing insurance carriers, self-insuring or changing policies. In connection with such consultation, the City shall provide the Union with a written summary of all proposed changes.

C. Copy of Plan. Upon request by the Union, the City shall provide the Union with a complete copy of the current policy or policies or self-insured plan for such insurance benefits.

D. The City has adopted a plan pursuant to the provisions of Section 125 of the Internal Revenue Code with respect to the payroll deductions for employee contributions for insurance hereunder. If the City adopts a "flex-plan" or other similar arrangement, the City agrees to allow employees in the bargaining unit to have the right to elect to participate in such plan.

Section 11.5. Eyeglass and Watch Repair.

A. Eyeglass Repair. If in the line of duty, eyeglasses are damaged, destroyed, or lost, the City will pay for the replacement of eyeglass frames and/or lenses based upon the last verifiable prescription to a maximum of Two Hundred Dollars (\$200.00), not more than once in any 12-month period.

B. Watch Repair. If, in the line of duty, a member's watch is damaged or destroyed, replacement or repair will be provided to a maximum of Fifty Dollars (\$50.00), not more than once in any 12-month period.

C. Reporting. All claims for payment or reimbursement as provided in this Section shall be submitted by such employee in writing to the department head on the proper form supplied by the City.

Section 11.6. Purchase of Tools for Mechanics.

A. The City will purchase and provide all large and specialty tools required by mechanics to maintain the City's vehicles. All such tools are the property of the City.

B. The City shall replace with comparable quality all tools belonging to mechanics and used on the job that have become broken, worn out, or stolen in the line of duty.

Section 11.7. Holidays. The City shall recognize the following days as paid holidays:

- A. New Year's Day;
- B. Martin Luther King, Jr. Day;
- C. Good Friday;
- D. Memorial Day;
- E. July 4 (Independence Day);
- F. Labor Day;
- G. Armistice (Veterans') Day;
- H. Thanksgiving Day;

I. Christmas Day;

J. Swing Day.

Any holiday falling on a Monday through Friday of the week shall be observed on the day of the calendar holiday. Any holiday falling on Saturday shall be observed on Friday; any holiday falling on Sunday shall be observed on Monday. Scheduling of the Swing Day shall be mutually agreed upon by the employee and the department head or his/her designee.

Section 11.8. Holiday Pay. The regular hourly rate of pay shall be paid for holidays not worked, and double time shall be paid for hours actually worked on holidays. If a holiday falls during an employee's paid vacation, the employee shall receive a day's pay at straight time, provided he/she is otherwise eligible for such holiday pay. No employee shall be paid for any holiday who has failed to work both the last scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless he/she satisfies the department head that he/she has a reasonable excuse prior to the absence or in the event of an emergency acceptable to the department head. No probationary employee shall receive holiday pay for any holiday occurring during his/her probationary period.

Section 11.9. Setoff. The City shall have the right to deduct from wages due any employee hereunder any amount such employee is indebted to the City for garbage fees or sewer charges owing to the City; provided, however, that the City has notified such employee in writing by first class mail at least 30 days prior to such setoff, and such employee has failed to pay or make mutually acceptable arrangements for payment of the amount claimed to be due within such 30 day period.

Section 11.10. Training. Specialized training or schooling for employees will be permitted by the City provided that the training or schooling pertains to the employee's job duties and has been approved in advance by the department head. The costs of such training will be paid by the City.

Section 11.11. Uniforms. The City will provide work uniforms for employees covered by this Agreement in the manner as provided at the date of execution of this Agreement.

Section 11.12. Earned Leave Time Incentive.

A. During the year commencing May 1, 2014 and ending April 30, 2015, if an individual uses 25% or less of their cumulative earned time leave (not including banked) as unscheduled time, then an incentive shall be paid to such employee, by separate check, in May, 2015. The amount of the incentive for employees shall be equal to one-half of one percent (½%) of the Base Wage of the employee's classification in the Contract year in which the incentive was achieved.

B. During the year commencing May 1, 2015 and ending April 30, 2016, if an individual uses 25% or less of their cumulative earned time leave (not including banked) as unscheduled time, then an incentive shall be paid to such employee, by separate check, in May, 2016. The amount of the incentive for employees shall be equal to one-half of one percent (½%) of the base wage of the employee's classification in the Contract year in which the incentive was achieved.

C. During the year commencing May 1, 2016 and ending April 30, 2017, if an individual uses 25% or less of their cumulative earned time leave (not including banked) as unscheduled time, then an incentive shall be paid to such employee, by separate check, in May, 2017. The amount of the incentive shall be equal to one-half of one percent (½%) of the base wage of the employee's classification in the contract year in which the incentive was achieved.

D. Each employee when scheduling or using earned leave time shall be given a copy of a form to be signed by his or her supervisor or other person designated for this duty by the Department Head, which shall indicate whether such leave time is considered scheduled or unscheduled under the terms of this Agreement. In the event a dispute arises as to whether or not such time should be classified as scheduled or unscheduled, the dispute is subject to the grievance procedure in Article 6.

Section 11.13. Safety Procedures and Training Incentive. During the three years of this Agreement (from May 1, 2014 through April 30, 2017), the City is offering a Safety Procedures and Training Incentive. The City and Union have agreed upon appropriate and reasonable safety standards for preventable worker's compensation claims and general liability claims (for bargaining unit members only and not including incidents in which auxiliaries or non-union personnel are involved) and/or safety training to be offered by the City to the employees. In the event the Public Works Department (bargaining unit members only) meets the standards agreed to by the Union and the City in each of the years of this Agreement, an incentive shall be paid to each member of the bargaining unit, by separate check in the months of May, 2015 and May, 2016 and May, 2017 respectively. The incentive shall be one-half of one percent (½%) of the Base Wage of the employee's classification in the Contract year in which the incentive was achieved.

In the event a dispute arises between the parties as to whether or not a worker's compensation claim and/or general liability claim was preventable, the grievance procedures set forth in Article 6 shall not be used to resolve this dispute. Instead, a committee known as the Public Works Incident Review Committee, comprised of three persons selected by the Union (at least one of which must be an employee of the City) and three persons selected by the City, shall meet to determine the dispute. In the event of a tie vote, the disputed incident shall be submitted to one of the City's Administrative Adjudication Hearing Officers. Within 7 days of the submission, both the City and the Union may also submit a written argument to the Hearing Officer concerning their position as to whether the incident was preventable or non-preventable. After submission of the written arguments from the City and the Union, the Hearing Officer shall render a written decision on whether the incident was preventable or non-preventable within 21 days. The time periods established in this paragraph may be extended or reduced by mutual written agreement of the City and the Union. The costs of the Hearing Officer shall be borne solely by the party against whom the decision is made. The decision of the safety committee or of the Hearing Officer shall be final as to the dispute and no further grievance procedure or arbitration for either side is available.

ARTICLE 12 WORKING CONDITIONS

Section 12.1. Adverse Weather Conditions. Employees shall not be required to work in adverse weather conditions except in the event of an emergency. The City recognizes that the nature of the work and the health and safety of the employees are important factors when assigning work during adverse weather conditions. Continuous exposure to the elements in severe weather will not be required, except to maintain protection for life or property. When emergency work is completed under such conditions, other suitable work will be assigned during a regular work day, and employees shall be paid for a full day's shift. During exposure to the elements under adverse weather conditions, employees who are required to work longer than their regular eight (8) hour shift are allowed reasonable rest periods at their own discretion, to enhance their ability to continue to operate equipment in a safe manner.

Section 12.2. Determination of Adverse Weather Conditions. The supervisor and the Union Steward of the department shall jointly determine whether or not adverse weather conditions exist. In the event they do not agree, the supervisor shall determine what action shall be taken, and any employee who is prejudiced thereby shall have his/her remedy through grievance procedures. In the event such a grievance is filed and reaches arbitration and the arbitrator shall rule in favor of the employee, that an adverse weather condition should have been declared, then the employee's sole remedy shall be the award of double time for the time worked in the elements during such weather conditions.

Section 12.3. Minimum Manning of Certain City Vehicles. There shall be not less than two (2) employees assigned to rear-loading garbage trucks with regular residential pickups at all times, except that fewer employees may be assigned if: (a) the garbage truck equipment has been designed for operation by one (1) employee, or (b) a full force of Solid Waste Division laborers is temporarily not available. Special programs such as emptying dumpsters or assisting with neighborhood cleanups shall permit one (1) employee to be assigned to the rear-loading garbage equipment.

Section 12.4. Safety. If there is an equipment or system change in any department, the City's Safety Committee will review the change and recommend to the department head the manpower necessary to safely operate the equipment or system. The City will train any employee responsible for operating new equipment. The City shall provide proper and safe equipment for employees at all times. All such equipment required to be tested by law, shall be so tested at regular intervals. The City shall provide sanitary and healthful eating and working facilities.

Section 12.5. Safety Disputes. If an employee reasonably believes that his/her equipment is in an unsafe condition, he/she may refuse to operate the equipment until it is repaired or other suitable equipment is provided. In the event such employee's supervisor disagrees that the equipment is unsafe as claimed, then the supervisor of Central Vehicle Maintenance, after consultation with the mechanics, shall rule as to whether or not such equipment is unsafe. Nothing herein shall be construed to limit the right of the employee or Union to file a grievance with respect to these issues.

Section 12.6. Supervisory Employees. Supervisory employees shall not regularly take the place of an employee covered by this Agreement or perform the work of any such employee, except in

emergency situations or for the purpose of providing instruction during normal working hours. Notwithstanding the preceding sentence to the contrary, the Department Head, or his/her designee, shall have the right to checkout all potential callouts and to perform initial or preliminary actions to remedy the problem or condition. By way of example or illustration, but not in limitation of the preceding sentence, the Department Head, or his/her designee, may engage a reset or circuit breaker switch, clean off tops of catch basins, move an isolated tree limb, and look into manholes. However, the Department Head, or his/her designee, shall not take the place of an employee by doing any manual or physical labor, equipment operation or repair, or electrical work. If the Department Head's (or his/her designee's) initial or preliminary action does not solve the problem or correct the condition, he/she will call out the proper employee(s) as herein provided. Whenever the Department Head or his/her designee, has performed any such initial or preliminary actions, he/she will so advise the department supervisor by the next work day, so follow-up work may be performed, if needed.

The City and the Union have discussed the issue of appointing one or more of the employees as a lead person and intend on entering into a pilot program for one or more years establishing this position. The City and the Union agree that the lead person(s) shall, as it relates to overtime, abide by the provisions of this Section and shall be treated the same as the Department Head, or his/her designee, for purposes of this Section.

Section 12.7. Commercial Driver's License.

A. In general. Each employee covered by this Agreement shall obtain and thereafter maintain at all times during his/her employment a valid Illinois commercial driver's license ("CDL"). No person shall be employed by the City for a full-time position covered by this Agreement unless such person has obtained a CDL at the time of his/her employment or during such person's probationary period. The City shall reimburse any current employee who obtains a new CDL required hereunder for the cost thereof, not to exceed \$40.00 per employee, and the City shall reimburse for each renewal of a CDL the difference between the costs of a CDL license renewal and the cost of an ordinary driver's license renewal. Effective July 1, 2015, every employee covered by this Agreement shall obtain an air brakes endorsement and shall continue to renew and maintain this endorsement and the City shall reimburse the employee for the costs of such renewal and maintenance. Each employee shall immediately notify his or her supervisor of any change of status to his or her CDL. Any failure to obtain, maintain and renew the required CDL shall be grounds for disciplinary action up to and including termination.

B. Suspension/Revocation. Subject to the provisions of the City's Ordinance No. 7788 (pertaining to drug and alcohol testing policy for safety-sensitive function employees), now in effect and as it may be amended from time to time, the following provisions shall apply to any employee covered by this Agreement whose CDL has been suspended or revoked:

(1) Suspension. Any such employee whose CDL has been suspended shall be suspended from employment without pay or benefits until his/her CDL is reinstated, but if such CDL has not been reinstated within six (6) months after the date of the occurrence or event which resulted in the suspension, the employee shall be terminated by the City. For purposes of this sub-paragraph, the term "reinstatement" shall include issuance of a Monitoring Device Driving Permit or a Restricted Driving Permit for such CDL.

(2) Revocation. Any such employee whose CDL has been revoked shall be terminated by the City.

Section 12.8. Cross-manning in Public Works Department. Laborers employed under this Agreement in the Streets, Sewers and Solid Waste Divisions of the Department of Public Works and Parks may be assigned at any time to more than one (1) task in any one (1) or more of the divisions of the Department of Public Works; provided, however, that no employee shall be assigned to operate any equipment for which such employee has not been adequately trained. The primary assignment for the City Electrician I shall be the Parks and Public Property Division. The primary assignment for the City Electrician II shall be the Streets and Sewers Division. Notwithstanding the foregoing, city electricians shall perform such services in any department or division of the City as may be assigned from time to time.

Section 12.9. Mechanic-in-Training. Employees covered by this Agreement who are hired after May 1, 2005, as a mechanic, shall serve a three year period of training as a mechanic-in-training. The mechanic-in-training wages shall be the same as the classification for mechanics in the attached Appendix B, except that during the training period and thereafter, the wages shall be as follows:

<u>Year</u>	<u>Percent of mechanics wage</u>
1	75%
2	85%
3	90%
4 and thereafter	100%

Notwithstanding anything herein to the contrary, a mechanic-in-training may be prequalified based upon work experience, testing and/or knowledge such that the three year training period may be accelerated or waived, provided that the Union consents to such acceleration or waiver. In the event of acceleration or waiver, the person's wages shall be adjusted accordingly to a higher amount or percentage of a mechanic's wages on the schedule contained hereinabove.

ARTICLE 13 PROBATIONARY EMPLOYEES, AND AUXILIARY, SEASONAL, TEMPORARY AND PART-TIME EMPLOYEES

Section 13.1. Probationary Full Time Employees. Any person hired to a full-time position in any of the departments and classifications listed in Article II above shall be a probationary employee of the City for a period of thirty (30) working days from his/her date of hire. While in his/her probationary period, such employee may be discharged with or without cause. Upon successful completion of his/her probationary period, such employee shall be covered under this Agreement as a member of the bargaining unit represented by the Union, and the City shall notify the business agent of the Union of each such new employee.

Section 13.2. Probationary Part-time Employees. Any person who is hired to a part-time, seasonal, auxiliary or temporary position shall be a probationary employee of the City for a

period of sixty (60) working days from his/her date of hire. While in his/her probationary period, such employee may be discharged with or without cause. Such part-time, seasonal, auxiliary and temporary employees shall not be covered by this Agreement and are not members of the bargaining unit represented by the Union, whether or not they are in their respective probationary periods.

Section 13.3. Auxiliary Work Force. Both of the parties to this Agreement recognize the need for a larger labor force in certain of the departments or divisions covered by this Agreement during the spring, summer and fall seasons of the year, provided by part-time or seasonal help. Such auxiliary employees shall not be covered by this Agreement and are not members of the bargaining unit. Nevertheless, in order to protect the employees of the City who are members of the bargaining unit, the parties agree that with respect to the auxiliary work force, the following rules shall apply:

A. The decision to hire any auxiliary employees shall be in the City's sole discretion;

B. Auxiliary work force employees will not be paid more per hour than the lowest union rate under this Agreement for that job classification.

C. No auxiliary work force laborers, lift station operators, electricians, mechanics and building maintenance workers shall be employed where the number of full-time laborers, mechanics and building maintenance workers then actively employed or accounted for is then less than the following schedule due to layoff:

Division	PUBLIC WORKS					POLICE
	Streets	Sewers	Solid Waste	Parks & PP	CVM	
Laborers I	5		12	3		
Laborers II	10	8	2	3		
Lift Station Operators		1				
Building Maintenance				1		
City Electricians II	1					
City Electricians I				1		
Mechanics					5	1
Yard Waste Site			1			

D. All Laborers hired prior to May 1, 2012 shall be classified as Laborer II for the duration of their continuous employment.

E. To the extent these numbers of full-time laborers, lift station operators, electricians, mechanics and building maintenance workers are fewer than the number of such employees now in the respective departments, reductions from the current force will be made only by normal attrition.

F. The parties agree that upon the effective date of this Agreement, the City may use auxiliary workers and not the members of the bargaining unit to open and close bathrooms in the City's parks on the weekends during the months of April through October.

ARTICLE 14
CONTRACTING OUT CITY SERVICES

Section 14.1. Notice of Contract Consideration. The parties agree that the City shall not make a final decision to enter into a contract for services currently being performed by the members of the bargaining unit without first complying with the notice and discussion provisions hereinafter set forth. If the City Council of the City, by formal action, determines that contracting out of one or more of the services as then being provided by members of the bargaining unit is in the best interests of the City, then the City shall so notify the Union in writing that such contracting out is under consideration. The notice shall be served by certified mail upon the current business agent of the Union and shall contain the following information: (a) the nature or identity of the work to be contracted out and the department or departments affected, (b) the likely effect of the contracting out on bargaining unit jobs in such department or departments, (c) a general statement of the City's reasons for considering contracting out such services.

Section 14.2. Discussion of Contract Within ten (10) days after the receipt of the notice provided in Section 14.1 above, the Union shall have the right to notify the City that it desires to discuss the decision to contract out such services. Such discussions shall be held by the parties within a reasonable time period so as to assure to both sides a prompt and a fair assessment of the circumstances surrounding the consideration of such action and an opportunity to discuss other proposals including giving due consideration to proposals the Union may desire to make. The City and the Union shall exchange all information requested to enable both sides to negotiate in good faith. If the Union so notifies the City of its desire to discuss the decision to contract out such services, the City shall not enter into or approve any final contract for such services within six (6) months after the date of the Union's notice.

Section 14.3. Approval of Union Proposal. If the parties agree to a proposal made by the Union, the same shall be effective only upon the affirmative vote of a majority of the employees in any department whose employees would be adversely affected by such proposal.

Section 14.4. Past Contracting Practices. Nothing in this Article shall prevent the City from contracting out those goods and services which have been contracted out in the past and which does not affect the employment of the bargaining unit.

Section 14.5. Pavement Striping. The City of Danville is permitted to bid and contract for pavement striping activities as follows:

- A. Striping on all new pavement surfaces, regardless of surface type;
- B. Striping on existing pavement that includes long-line pavement striping and all related intersections;
- C. Any and all contracted work may include all pavement marking items in the contracted area(s).

ARTICLE 15 DISCIPLINE

Section 15.1. Definition. Progressive discipline is intended to correct employee deficiencies and to promote a more efficient workplace. The City agrees with the tenets of progressive and corrective discipline and the City shall impose disciplinary actions in a progressive and corrective manner, although the circumstances of a serious infraction may warrant greater discipline than a written warning or written reprimand even if it is the first time an employee has committed such an infraction.

Progressive discipline shall consist of the following:

- A. Written Warning;
- B. Written Reprimand;
- C. Suspension;
- D. Discharge.

The authority of the City to discipline shall not be arbitrary, capricious or discriminatory in nature and shall be for just cause only.

Section 15.2. Time Limitation for Issuance of Discipline.

A. Written Warning or Reprimand. Written Warnings or Reprimands shall be issued within ten (10) working days of the misconduct, or within ten (10) working days after the City, through the use of reasonable diligence, should have obtained knowledge of the misconduct. In no event shall the City issue a written warning or reprimand more than thirty (30) working days after the date of the misconduct, but the City may still notify and discuss the alleged misconduct with the employee.

B. Suspension or Discharge. Pre-disciplinary meetings shall take place within ten (10) working days of the alleged misconduct, or within ten (10) working days after the City, through the use of reasonable diligence, should have obtained knowledge of the alleged misconduct. In no event shall the City issue a suspension or discharge more than thirty (30) working days after the date of the alleged misconduct, but the City may still notify and discuss the alleged misconduct with the employee. The notice contemplated by Section 15.3(C)(2) or Section 15.3(C)(3) shall be served upon the employee and the Union within three (3) working days of the conclusion of the pre-disciplinary meeting.

C. Extension. The parties may agree to extend the time limits for issuance of discipline.

Section 15.3. Manner of Discipline Issuance.

A. Private. Discipline will be issued to an employee in a private manner, away from the work-site, so as not to cause embarrassment to the employee. The presence of management personnel and/or Union representative during the issuance of discipline does not constitute circumstances of embarrassment.

B. Written Warning or Reprimand. When a written warning or written reprimand is contemplated, the City may schedule and conduct a pre-disciplinary meeting as set forth in Section 15.3(C) below. Employees shall be provided with a written notice informing the employee of the disciplinary action to be taken and the reasons for the disciplinary action and what steps the employee should take in the future to avoid disciplinary action.

C. Suspension or Discharge.

1. When a suspension or discharge is contemplated, the City shall conduct a pre-disciplinary meeting at a time mutually agreed to between the City and the Union, within the time limits prescribed in Section 15.2(B). At least one day prior to that meeting, the employee and the Union shall be notified of the suspected misconduct, in writing. The written notification shall:

- (a) Contain a statement of the charges sufficient to inform the employee of the nature of the misconduct;
- (b) Inform the employee that the consequences of the misconduct may result in the employee's suspension or discharge;
- (c) Inform the employee that the employee has a right to Union representation at the pre-disciplinary meeting;
- (d) Inform the employee that the employee will be given an opportunity to respond to the charges presented.

2. The City shall inform the employee and Union, in writing, of any discipline to be imposed resulting from the pre-disciplinary meeting. The City shall determine how the employee will serve any suspension.

3. If the contemplated discipline is for discharge or for a suspension for a period in excess of five (5) working days, the discipline shall not commence until such time as the Mayor of the City of Danville approves the proposed discipline and the employee and Union are notified of such confirmation, in writing.

Section 15.4. Grievance Procedure. An employee has a right to appeal any disciplinary action taken by the City. Grievances concerning discipline shall be commenced by filing a request for arbitration as delineated in Section 6.3 of the Grievance Procedure contained within Article 6 of this Agreement.

Section 15.5. Disciplinary History. Discipline in the form of Written Warnings or Written Reprimands shall be removed from an employee's personnel file if the employee receives no further discipline for a period of eighteen (18) months. In no case shall the City consider Written Warnings or Written Reprimands in any subsequent disciplinary matter if said discipline is greater than five (5) years old. All suspensions shall remain in the employee's personnel file permanently and may be considered in future disciplinary matters.

Section 15.6. Personnel Policy. Except to the extent that the City's Personnel Policy conflicts with the provisions of this Article, those provisions are hereby incorporated by reference.

ARTICLE 16 MISCELLANEOUS PROVISIONS

Section 16.1. Application of City's Personnel Policies. The City's written personnel policies in effect by ordinance from time to time shall apply to all members of the bargaining unit covered by this Agreement. The City retains the right to alter or amend its personnel policies from time to time and such changes shall also apply, provided that the City has first consulted with the Union as to any proposed changes that affect the members of the bargaining unit in any direct way. Notwithstanding any other sentence of this Section to the contrary, to the extent any of the terms or provisions of this Agreement shall conflict with any of the current or future provisions of the City's written personnel policies, then this Agreement shall govern and control.

Section 16.2. Personnel Records. Any employee covered by this Agreement shall be allowed to examine the contents of his/her own personnel record and shall receive a copy of any written material or document of a disciplinary nature which is added thereto. The City shall maintain such personnel records for all employees covered by this Agreement.

Section 16.3. Residency Requirements. As to employees who are employed by the City as of October 31, 2005, the City shall not change the residency requirements so as to require that any such employee be required to reside within the corporate city limits, or within any closer distance than is required by the current personnel policies and/or ordinances in effect as of October 31, 2005. All employees hired by the City after October 31, 2005 shall reside within the Danville City limits through the term of employment with the City; provided, however, that an employee hired after October 31, 2005, who successfully completes his or her probationary period shall have a period of six (6) months to establish permanent residence within the corporate city limits.

Section 16.4. Drug Testing. The parties agree that the provisions of Ordinance No. 7788, as amended, constitute the drug testing policy of the City with respect to employees covered by this Agreement. No substantive changes shall be made in such policy without prior discussions between the City and the Union.

Section 16.5. Participation in IPWMAN (Illinois Public Works Mutual Aid Network). The City of Danville, being a member of IPWMAN will, at times, be asked to send volunteers to assist other IPWMAN members throughout the State in responding to disasters. At those times, and based upon the Mayor's approval, the City shall seek volunteers willing to respond. Members of the bargaining unit shall be offered by the City the opportunity to volunteer, first to the most senior qualified employee within the employee classification of the division/department requested, and then down the list to the least senior qualified employee. All IPWMAN response is on a volunteer basis only. Bargaining unit members who volunteer shall be paid in accordance with guidelines set forth in Sections 8.3, 8.4, 8.5 and 8.6 for all hours actually worked, including travel time to and from the location of the response. Off-shift hours shall not be paid or compensated in any way.

Section 16.6. NIMS (National Incident Management System). Employees hired after May 1, 2012 are required, as a condition of employment, to obtain all appropriate NIMS certifications within the probationary period of the employee. All current employees who are employed by the City prior to May 1, 2012 shall be required to obtain all NIMS required certifications and updates. Employees are required to participate in reasonable and diligent pursuit of certification or face possible disciplinary action.

Section 16.7. Pilot programs.

A. The City and the Union may enter into pilot programs proposed by either party during the term of this Agreement. The provisions of such pilot program(s) shall be reduced to writing and signed by the parties before effective.

B. The parties have previously entered into a pilot program for the Lead Person position(s), which program shall continue through April 30, 2017.

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ARTICLE 17
TERM

This Agreement shall be effective as of the 1st day of May, 2014 and shall remain in full force and effect until April 30, 2017. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the April 30, 2017 date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to such effective April 30, 2017 date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) days prior to the desired termination which shall not be before April 30, 2017, as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 18th day of December, 2014.

For the Employer:
City of Danville, Illinois

By: Scott Eisenhafer
Mayor

By: Lisa K. Monson
City Clerk

For the Union:
The Southern and Central Illinois
Laborers' District Council

By: Clint Taylor
Business Manager
Clint Taylor

Laborers' Local 703

By: Rusty Davenport
Business Manager
Rusty Davenport

APPENDIX A

Authorization for Check-Off of Union Dues

I hereby authorize the City of Danville, Illinois, to deduct from my pay the uniform dues of LIUNA Local 703, and remit said amounts to such Union.

Print Name

Clock Number

Signature

APPENDIX B

Hourly Base Wages

Effective Date	5/1/14	5/1/15	5/1/16
Laborer I	\$19.20	\$19.49	\$19.78
Laborer II	\$21.87	\$22.20	\$22.53
Lift Station Operator	\$23.70	\$24.06	\$24.42
Building Maintenance Worker	\$23.70	\$24.06	\$24.42
Mechanics	\$23.70	\$24.06	\$24.42
Yard Waste Site Operator	\$23.70	\$24.06	\$24.42
City Electrician I	\$NA	\$25.78	\$26.17
City Electrician II	\$25.78	\$27.92	\$28.34

Incentive-Based Merit Pay Funds: May 1, 2015

For the fiscal year May 1, 2015 to April 30, 2016, the City shall set aside an amount equal to .5% of the total wages associated with the bargaining unit. Said .5% shall be utilized for individual merit increases for the members of the bargaining unit. Only those members who qualify and are eligible shall share in the merit pay funds. Those members who qualify and are eligible shall share equally in the merit pay funds. The employees' eligibility shall be determined in May, 2015 and be based upon the criteria set forth below. An eligible employee's base wage shall be increased accordingly upon the City determining such employee's eligibility subsequent to May 1, 2015.

In order to qualify and be eligible to share in the merit pay funds, an employee must:

1. Have performed actual work in 10 of the prior 12 months.
2. Have not had any unapproved leave in the prior 6 months.
3. Have not received more than two written warnings in the prior 6 months.
4. Have not been tardy more than two times in the prior 6 months.
5. Have not received a written reprimand or suspension in the prior 6 months.
6. Have been approved for participation in the merit system by their divisional supervisor, provided the divisional supervisor shall not disapprove of any employee unless he or she has had at least four individual counseling sessions with the employee in the prior 6 months. Each counseling session shall be recorded in the employee's personnel file and is to describe the issues discussed.

Any employee who would otherwise be disqualified from participating in the merit pay funds for having failed to meet one of the qualifications set forth in paragraphs 2 through 5 above may still qualify for participation by: having no preventable work-related accidents within the prior 6 months, or by being available for call-outs. "Being available" means responding to a call from a supervisor within 1 hour. For employees who receive more than 10 calls per year, they must respond 90% of the time. For employees who receive 10 or fewer calls per year, they must respond 100% of the time. Being available does not mean the employee always has to accept the overtime, but the employee must accept it if the caller indicates the employee is needed to establish sufficient staffing.

Incentive-Based Merit Pay Funds: May 1, 2016

For the fiscal year May 1, 2016 to April 30, 2017, the City shall set aside an amount equal to .5% of the total wages associated with the bargaining unit. Said .5% shall be utilized for individual merit increases for the members of the bargaining unit. Only those members who qualify and are eligible shall share in the merit pay funds. Those members who qualify and are eligible shall share equally in the merit pay funds. The employees' eligibility shall be determined in May, 2016 and be based upon the criteria set forth below. An eligible employee's base wage shall be increased accordingly upon the City determining such employee's eligibility subsequent to May 1, 2016.

In order to qualify and be eligible to share in the merit pay funds, an employee must:

1. Have performed actual work in 10 of the prior 12 months.
2. Have not had any unapproved leave in the prior 12 months.
3. Have not received more than two written warnings in the prior 12 months.
4. Have not been tardy more than two times in the prior 12 months.
5. Have not received a written reprimand or suspension in the prior 12 months.
6. Have been approved for participation in the merit system by their divisional supervisor, provided the divisional supervisor shall not disapprove of any employee unless he or she has had at least four individual counseling sessions with the employee in the prior 12 months. Each counseling session shall be recorded in the employee's personnel file and is to describe the issues discussed.

Any employee who would otherwise be disqualified from participating in the merit pay funds for having failed to meet one of the qualifications set forth in paragraphs 2 through 5 above may still qualify for participation by: having no preventable work-related accidents within the prior 12 months, or by being available for call-outs. "Being available" means responding to a call from a supervisor within 1 hour. For employees who receive more than 10 calls per year, they must respond 90% of the time. For employees who receive 10 or fewer calls per year, they must respond 100% of the time. Being available does not mean the employee always has to accept the overtime, but the employee must accept it if the caller indicates the employee is needed to establish sufficient staffing.

Laborers-in-Training

Notwithstanding the foregoing, the hourly base wages for employees hired as laborers, during the first five service years of their employment, shall be such percentage of the above hourly base wages for the respective effective date period above and for the job classification then held by such employee, starting with the first day of full-time employment, as follows:

<u>Start of Service Year</u>	<u>% of above hourly base wages</u>
1	75%
2	80%
3	90%
4	95%
5	100%

Mechanics-in-Training

The determination of the hourly base wage for Mechanics-in-Training shall be in accordance with Article XII, Section 12.9, the provisions of which are incorporated herein by reference.