AGREEMENT

between the

CITY OF DEKALB

and

DEKALB MUNICIPAL EMPLOYEES UNION,

AFSCME LOCAL 813

January 1, 2008 through December 31, 2010
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AGREEMENT
DEKALB MUNICIPAL EMPLOYEE'S UNION, LOCAL #813

PREAMBLE

This Agreement entered into by the City of DeKalb, Illinois, hereinafter referred to as the Employer, and Council 31, AFL-CIO, on behalf of the City of DeKalb American Federation of State, County and Municipal Employee's Union Local #813, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the maintenance and improvement of productivity and economical and efficient operations, the prevention of interruptions of work and the establishment of an equitable and peaceful procedure for the resolution of differences, and the setting forth of the complete agreement of the parties concerning rates of pay, hours of work and other conditions of employment.

The parties agree as follows:

ARTICLE 1. DEFINITIONS.

Section A. Probationary Personnel.

1. All new employees, including rehired Employees, covered by this Agreement, except Telecommunicators, shall be considered as probationary Employees and must successfully complete a six (6) month probationary period from the date of hire before attaining permanent Employee status.

2. Any permanent Employee who is transferred (other than on a temporary basis), or promoted shall be considered as a special probationary Employee and must successfully complete a special probationary period before being permanently appointed to the new or related position classification. All probationary Employees, including special probationary Employees, shall receive an Employee evaluation on or near the midpoint of their probationary period.

3. Telecommunicators shall be considered as probationary Employees and must successfully complete a twelve (12) months probationary period from the date of hire before attaining permanent Employee status.

4. Any permanent Employee who is transferred (other than on a temporary basis) or promoted becomes a special probationary Employee upon the date of transfer or promotion and remains so until they have successfully completed a required special probationary period. These probationary periods shall be as set forth below:

   a. Transferred Employees: Three (3) months from the date of transfer.
   b. Promoted Employees: Four (4) months from the date of promotion.

A special probationary Employee who wishes to return to his/her former job classification may return to his/her former position without any loss in seniority within fourteen (14) calendar days or until the vacancy is filled. However this “return right” shall not exceed 45 days. Management reserves the right to require a special probationary employee to return to his/her former job classification when it is determined that the employee cannot satisfactorily perform the job within the special probationary period. The right contained in this paragraph shall not be subject to the procedures set forth in ARTICLE 9 and ARTICLE 10 herein. Any other Employees who were transferred or promoted.
following and as a result of this Employee's transfer or promotion shall also be returned to their former positions, and unless there is a layoff involved, the bumping procedure shall not apply.

5. Probationary period shall not include time when such Employee is on leave.

Section B. Regular Full-Time Personnel.

All Employees covered by this Agreement, except Telecommunicators having worked longer than six (6) months, subject to the provision of Section A of this Article, shall be defined as regular full-time Employees. Telecommunicators covered by this Agreement having worked longer than twelve (12) months subject to the provisions of Section A of this Article shall be defined as regular full-time Employees.

Section C. Employees and Personnel.

All references made to personnel or Employees in this Agreement designate both sexes and whenever the male gender or terms personnel or Employees is used, it shall be construed to mean male and female Employees.

Section D. Supervisory, Professional and Confidential Personnel.

The terms "Supervisory, Professional and Confidential Personnel" shall be defined as Personnel referenced to the City of DeKalb Municipal Code Chapter 3 City Administration and other Supervisory, Professional and Confidential personnel as defined by State Law.

Section E. Part Time.

The term "Part Time" means any Employee who regularly works no more than twenty-five (25) hours per week.

Section F. Temporary Personnel.

The term "Temporary Personnel" means any Employee who is employed for less than six (6) months in a given year. Six (6) months from the date of hire for said Employee, Employee shall become a permanent Employee or terminated. Such Employees shall not be terminated and rehired in order to circumvent the intent of this language.

ARTICLE 2. RECOGNITION.

Section A.

The Employer recognizes the Union as the sole and exclusive bargaining representative, for the purpose of negotiations with respect to wages, hours, and other conditions of employment for all the Employees of the City of DeKalb, except the City Manager, elected officials or their Deputies, Management and Administrative personnel, all Employees of the Fire and Police Department who hold certificates of appointment by the Board of Fire and Police Commissioners, or short-term, part-time personnel, other supervisory, professional and confidential personnel as defined by State law.

Section B.

Notwithstanding the provisions of Section A of Article 2, probationary personnel shall have no
seniority rights under this Agreement and may be terminated by the employer without recourse to the Grievance Procedure but shall be subject to all other provisions of this Agreement. However, special probationary employees as defined in Article I, Section A, Paragraph 2, shall be entitled to the rights outlined in Article 9 & 10, if they are terminated from employment with the City of DeKalb.

Section C.

The Union shall, within fifteen (15) days from date of commencement of employment, receive a copy of the letter of hire of each new Employee whose position is covered under this agreement.

Section D.

Notwithstanding the provisions of Section E and F of Article I, the Union shall, within fifteen (15) days from the date of employment, receive notification of hire of each new part-time and short-term Employee.

ARTICLE 3. HOURS OF WORK.

Section A.

The hours of work are as follows:

1) Police Department Telecommunicators shall work forty (40) hours per week on an eight (8) hour shift basis with a half hour for lunch and/or as the employer may otherwise determine. The Employer shall inform the Union in advance of any temporary changes in work schedules to meet seasonal or unforeseen conditions. Such changes shall not be made for arbitrary or discriminatory reasons.

2) Street Division and Water Division of Public Works Department Employees shall work from 7:00 a.m. until 4:00 p.m., Monday through Friday, with one hour off for lunch and/or as the employer may otherwise determine. The Employer shall inform the Union in advance of any temporary changes in work schedules to meet seasonal or unforeseen conditions. Such changes shall not be made for arbitrary or discriminatory reasons.

3) The work week of the Parking Patrol Officer II shall consist of 37.5 hours. The hours of work shall be between the hours of 7:00 a.m. and 9:00 p.m. Monday through Saturday with one hour off for lunch. All other terms and conditions of employment contained in this agreement apply to this position.

4) The work week of all other Employees shall consist of 37.5 hours. The hours of work shall be between 7:00 a.m. and 5:00 p.m. Monday through Friday, with one hour off for lunch. Employees current work schedule (8:30 a.m. until 5:00 p.m. Monday through Friday) shall remain in effect unless a modified schedule is approved by the Department Head and City Manager. The Employer shall inform the Union in advance of any temporary changes in work schedules to meet seasonal or unforeseen conditions. Such changes shall not be made for arbitrary or discriminatory reasons.

5) All Employees covered by this agreement which have completed his/her normally scheduled workday/shift or called in before or after his/her normally scheduled workday/shift and are not able to report to work may be subject to disciplinary action, unless excused by his/her
immediate non-Union supervisor.

Section B.
In the event the Employer or Employees in a division desire to schedule a 4 day work week, seventy-five (75%) of the affected Employees within the division may request such a schedule; concurrence of the Department Head shall be required prior to such scheduling. If a schedule change occurs pursuant to this Section, the revised work hours shall be attached as a side letter to this entire agreement. Said side letter shall identify the hours of work, beginning and ending date of effectiveness and other conditions pertinent to the agreement.

Section C.
Each Employee shall be entitled to two (2) fifteen (15) minute rest periods each full workday.

Section D.
In the event circumstances necessitate a rescheduling or callback of personnel for non-emergency situations, a notice of scheduling or recall shall be given twelve (12) hours prior to the time the Employee is directed to work; provided, however, that the circumstances necessitating such rescheduling or callbacks are foreseeable prior to such twelve (12) hour period.

ARTICLE 4. HOLIDAYS.

Section A.
The following days shall be recognized as holidays for Employees covered by this Agreement except for Telecommunicators:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date Observed</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>State Observed Day</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>State Observed Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
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<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>State Observed Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
<td>Fourth Friday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
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<tr>
<td>Christmas Eve Day</td>
<td>December 24</td>
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In the event that any of the above holidays fall on a Saturday the preceding Friday will be observed as a paid non working day. In the event that any of the above holidays fall on a Sunday the following Monday will be observed as a paid non working day. In the event that Christmas falls on a Saturday the preceding Thursday and Friday shall be observed as paid non working days. In the event that Christmas Eve falls on a Saturday or a Sunday the preceding Friday shall be observed as a paid non working day.
Section B.

In addition to the holidays provided in Section A above, Employees other than Telecommunicators will receive two (2) floating holidays which may be added to an Employee's vacation and shall be subject to the procedures for scheduling vacations as provided in Article 5. All new Employees shall receive two (2) floating holidays at time of hire, subject to the following schedule:

| 0-6 months | 1 day |
| 6-12 months | 2 days |

Section C.

For each observed holiday a qualified Employee shall be entitled to an allowance equal to one day's pay at the Employee's straight time hourly rate.

Section D.

In order to receive pay for a holiday, as provided in Sections A and B under this Article, an Employee must have worked his/her last scheduled day prior to the holiday and on the first scheduled workday immediately after the holiday, unless said Employee is on paid leave. The days an Employee is on disciplinary suspension shall be considered scheduled hours for the purpose of this section.

Section E.

Employees other than Telecommunicators required to work a holiday shall receive one and one-half times the Employee's straight time hourly rate for any hours worked on such days in addition to any compensation the Employee may be entitled to under Section C of this Article.

Section F.

Telecommunicators shall receive Seventeen (17) additional vacation days to that provided in Article 5 in lieu of the holidays provided in Section A and B of this Article and pay provided in Section C and E of this Article.

ARTICLE 5. VACATIONS.

Section A.

Employees, as of May 1 in any year, shall be entitled to vacation as follows:

<table>
<thead>
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<th>Years of Continuous Service</th>
<th>Length of Vacation</th>
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<tr>
<td>Less than one year</td>
<td>10 working days x number of months of continuous service, divided by 12 (rounded to the nearest full day).</td>
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<tr>
<td>One full year through 6 full years</td>
<td>10 working days</td>
</tr>
<tr>
<td>Over 6 full years through 12 full years</td>
<td>15 working days</td>
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Over 12 full years 20 working days
Over 17 full years 25 working days

Effective January 1, 2009, Employees, as of January 1 in any year, shall be entitled to vacation in accordance with the above schedule.

Section B.

In order to be eligible for vacation pay, an Employee must have worked or been on paid leave a total of 1,700 hours during the twelve (12) calendar month period preceding May 1 of the vacation year, except for those Employees with less than one (1) year of service.

Effective January 1, 2009, the vacation year will be January 1 through December 31, and each calendar year thereafter. All vacation time is awarded at the end of year in which it has been earned. Upon separation, it will be awarded on a prorated basis of the previous year’s earned leave.

Section C.

For each day of vacation, an Employee shall be entitled to an allowance equal to one day’s pay at his/her straight time hourly rate of pay.

Section D.

Vacations may be scheduled from May 1 to April 30 of each vacation year and, as far as practicable, be granted at time selected by each Employee, consideration being given to the wishes of the Employees in each department in accordance with their relative length of continuous service, but the final right to approve the vacation period is exclusively reserved by the Employer in order to insure the orderly performance of the services provided by the Employer. If any Employee is entitled to more than three weeks vacation, the vacation shall be divided into two or more periods during the vacation year, unless the full period is authorized in writing by the department head.

Effective January 1, 2009, and each year thereafter, the vacation-scheduling year shall be from January 1 to December 31.

Section E.

Because vacations are for the purpose of rest and rehabilitation in order for Employees to perform effectively, vacations shall, whenever possible, be taken during the year in which the vacation days are accrued. With the exception of Telecommunicators, an Employee may carry over vacation days from one year to the next year, as long as the total number of vacation days, accrued under this Article, maintained by an Employee, at no time exceeds twenty (25) days. Payment in lieu of vacation, or additional vacation carry over, shall only be considered when very extenuating personal or work related circumstances have resulted in an Employee's inability to use accrued vacation time within the parameters established in this Article. In such instances, an Employee may make a written request for a day's pay for each unused vacation day, or for additional vacation days to be carried over, to his/her Department Head. Approval of such requests is at the discretion of the City Manager.

Effective January 1, 2009, with the exception of Telecommunicators, an Employee may carry over vacation days from one year to the next year, as long as the total number of vacation days, accrued under this
Article, maintained by an Employee, at no time exceeds thirty (30) days.

Telecommunicators may carry over ten (10) vacation days from the end of 2008 and will be given until April 1, 2009 to use those vacation days. Thereafter, Telecommunicators may not carry over vacation days.

Section F.

The full additional five (5) days in the sixth (6th), twelfth (12th) and the seventeenth (17th) year shall be awarded for all Employees of AFSCME 813 whose anniversary date falls after May 1.

Effective January 1, 2009, the full additional five (5) days in the sixth (6th), twelfth (12th) and the seventeenth (17th) year shall be awarded for Employees of AFSCME 813 whose anniversary date falls after January 1.

Section G. Vacation Pay Advance.

Any Employee may receive in advance of their normal payday one pay period's wages if said pay for the pay period's wages would fall during a scheduled vacation period. The procedure for the receipt of such an advance is as follows:

(a) submit an extra time sheet on the payroll period preceding their scheduled vacation period; and

(b) advances will be available only on the day of a pay period.

Section H. Vacation Rights in Case of Layoff or Separation.

Any Special Probationary Employee or Employee, except probationary Employees, who is laid off, discharged, or separated from the service of the employer prior to taking his/her vacation, shall be compensated for the unused vacation he/she has earned at the time of the separation. This Section shall not apply to an Employee discharged or dismissed for just cause.

ARTICLE 6. PAID LEAVES.

Section A. Sick Leave.

(1) Employees shall accumulate one (1) working day of sick leave for each month of service provided that the Employee has been compensated for one hundred forty (140) hours or more of work in each such month of service. Employees shall start to accumulate sick leave from their date of employment and shall accumulate sick leave up to a maximum of three hundred thirty (330) working days. Upon employment, each new Employee shall be advanced five (5) days sick leave. However, payment under Article 6, Sub Paragraph 3, shall not exceed ninety (90) days of sick leave upon termination of employment.

(2) Any Employee contracting or incurring any non-service sickness or disability which rendered such Employee unable to perform the duties of his/her employment, may use accumulated sick leave days. An employee may use accumulated sick leave days in the event a spouse, children, or parents are sick. All provisions of this Article will apply to the use of sick leave when a spouse, children, or parents are sick.
Sick leave may be used for preventative medical or physical treatment and physical examination by a physician and surgeon or a dentist providing the following:

a) all sick leave utilization under the forgoing in this paragraph shall have been approved by the Department Head in advance a minimum of 24 hours prior to the commencement of the workday for which the sick leave is requested;

b) the purpose of the sick leave utilization must be stated at the time of request; ie, self-sickness, family sickness or preventive.

3) Provided that a Department Head is given written notice fourteen (14) days prior to an Employee's last work day (not counting vacation time), an Employee with the exception of those found guilty and discharged for just cause, shall receive pay for the Employee's accumulated sick leave as per Appendix "B", which is attached hereto and made a part hereof.

4) An Employee, upon knowing that he/she will be absent from work through sickness, shall inform his/her immediate non-bargaining unit supervisor or Department Head as soon as practicable, in accordance with the procedure established in his/her department. The Employer may, at its discretion require substantiation of sick leave by a physician for all sick leave over three (3) consecutive days. Benefits and seniority shall continue to accrue during the Employee's absence. The Employee shall return to the same job position.

5) No sick leave with pay shall be allowed where sickness is feigned in the opinion of a medical doctor, selected and paid for by the Employer, where sickness is the result of intemperance or is otherwise self-inflicted, or where sickness continues as a result of the member's failure to fully cooperate with medical advice and/or corrective therapy. Nor shall sick leave be allowed for injuries incurred while competitively racing automobiles, motorcycles, motorboats, snowmobiles, go-carts or downhill ski racing; participating in stunt flying; parachuting; or for injuries or illnesses contracted while performing a second job.

Section B. Bereavement Leave.

The Employee will be paid up to Five (5) days in the event of the death of an Employee's grandparent, father, mother, brother, sister, spouse, child, stepchild and grandchildren, and 3 paid days for spouse's grandparent, grandchildren, father, mother, brother, sister, or stepchild. Up to Two (2) days for others may be granted by the Department Head when extensive travel, holidays, and other circumstances warrant. The Employee will be paid his/her straight time hourly rate for any such days of excused absence on which he/she otherwise would have been scheduled to work. Benefits and seniority shall continue to accrue during the Employee's absence. The Employee shall return to the same job position. In the event of the death of any current employee, all AFSCME members shall receive reasonable time to attend local funeral services if they occur during working hours.

Section C. Jury Leave.

An Employee who is required to report for jury duty or jury service shall be excused from work for the period of time which he/she is required to report or serve, and he/she shall receive for such hours for which he/she otherwise would have worked the difference between his/her straight time rate of pay and the payment he/she receives for jury service. Benefits and seniority shall continue to accrue during the Employee's absence.
The Employee shall return to the same job position.

Whenever Employees covered by this Agreement are called to jury duty during regularly scheduled work days, they shall be assigned to the day shift for the duration of the jury duty. If the Employee is relieved of jury duty obligation during the scheduled shift, the Employee is to report to duty for the balance of the shift.

Section D. Severance Pay.

An Employee who has at least two (2) years of full time continuous service with the Employer shall be entitled to severance pay in addition to any other compensation that he/she may be entitled to receive if he/she is involuntarily terminated. Involuntary termination shall not include dismissal for cause, disability or temporary layoffs that do not exceed sixty (60) calendar days. An eligible Employee shall be entitled to receive two (2) weeks' pay computed at the Employee's highest regular straight time hourly rate of pay in the Employee's regular classification during the twelve (12) month period preceding termination.

Section E. Job Related Disability Pay.

1) Any Employee who is incapacitated from sickness, or injury in the course of his/her employment with the Employer, so that he/she is physically or mentally disabled to an extent or in such a manner that he/she can no longer perform normal duties, or accept any other position offered to him/her by the Employer at his/her regular straight time pay rate, shall be entitled to leave on account of such disability at full pay (regular straight-time hourly rate per regular work week) up to a maximum of twelve (12) months during said disability. The Employer may require an Employee receiving disability benefits to undergo medical examinations to determine physical and/or mental incapacitation to project the date that the Employee may return to normal duties and/or to determine his/her availability for restricted hours or duties.

2) An Employee who is receiving benefits under the Workers Compensation Act or the Workers Occupational Disease Act will be paid the difference between base pay and the aforementioned benefits for up to a maximum of twelve (12) months.

3) During this period of disability, the injured Employee shall not be employed in any other manner with or without monetary compensation. Any Employee who is employed in violation of the foregoing provision forfeits the continuing compensation provided by this Article from the time such employment commences.

4) During the period of disability, up to the maximum twelve (12) months, the Employee shall receive full pay and shall continue to receive health and dental insurance benefits provided by the Employer. The Employee shall accrue vacation, longevity and sick leave. The Employee shall not accrue other benefits. Only the portion of the Employee's salary paid by the Employer (i.e. not Workers Compensation payments) is subject to payroll deductions and counts toward pension creditable service.

5) After the twelve (12) month period, the Employer will cease to pay the difference between Workers Compensation or Workers Occupational Disease Benefits and regular salary and will cease making advanced Workers Compensation payments. The Employee shall no longer accrue or receive any benefits. The Employee may continue health insurance benefits by reimbursing to the Employer the monthly cost of said premiums. The Employee will be placed on Leave of Absence, without pay (Article 7, Section A), for an indefinite period, to be
terminated by the City Manager at his/her discretion or as required by law.

6) An Employee who is injured in the course of employment shall immediately notify his immediate non-union supervisor and/or Department Head and immediately file or have filed necessary accident or injury reports.

Section F. Unforeseen Circumstances

In the event Employees are unable to perform their normal duties assigned due to circumstances beyond their control, the Employer may dismiss those affected Employees with pay.

ARTICLE 7. LEAVES OF ABSENCE WITHOUT PAY.

Section A. Leaves of Absence for Personal Reasons.

Leaves covered by the federal Family and Medical Leave Act shall adhere to the provisions of that act. All other leaves of absence for personal reasons shall be covered by the following provisions:

1. Employees who can be spared from their work may be granted leaves of absence, at the discretion of the City Manager, without pay for a period of three (3) months. This period may be extended by the City Manager.

2. Leaves of absence shall not be granted to Employees to accept remunerative employment elsewhere.

3. Employees on leave of absence for a period in excess of four (4) consecutive weeks are not eligible for any benefits from the Employer except that group insurance may be continued at the discretion of the Employer. The Employee may continue said benefits by paying the actual premium for said benefits (hospitalization and medical).

4. Any part of leave of absence in excess of three (3) months shall be deducted from the member's continuous service.

Section B. Military Leave.

Any full-time Employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois NAVAL Militia, shall be allowed annual leave, and such additions or extensions thereof which are legally necessary for the Employee to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits, provided the Employer is notified of said routinely scheduled military leave at least thirty (30) days prior to the date of said leave. The thirty (30) day notice provision shall not apply in the event of an unforeseen call to duty due to a national or international crisis situation. The Employee, upon returning from his/her reserve training obligation, shall return to the same job position.

ARTICLE 8. WAGES.

Section A.

Employees shall be compensated in accordance with the rates set forth in Appendices "A-1", "A-2", "A-3", which are attached hereto and made a part hereof.
Section B.

An Employee shall be paid one and one-half (1 1/2) times his/her regular straight time hourly rate of pay for all hours in excess of his/her regular scheduled work day hours and/or regular scheduled work week hours.

The Employee may request from the Employer compensatory time off in lieu of immediate overtime pay at a rate of one and one-half (1-1/2) times his/her regular scheduled work day and/or regular scheduled work week hours. The maximum compensatory time that may be accrued by an affected Employee shall be not more than two-hundred and forty (240) hours. If employee has greater than the maximum of 240 hours, the employee will be paid at one and one-half (1-1/2) times his/her current rate of pay for all hours in excess of the maximum allowed.

An Employee requesting to take accrued compensatory time off shall be permitted to use it within a reasonable period of time after making the request if the time off does not unduly disrupt the operations of the Employer. At termination of employment, the Employee shall be paid for all unused compensatory time at the regular rate received or the average regular rate received during the last three (3) years of employment, whichever rate is higher.

The Employer maintains the right, at any time, to eliminate some or all of an Employee's accumulated compensatory time by paying the Employee at one and one-half (1 1/2) times his/her current regular rate of pay.

Section C.

An Employee who is required to come back to work after having completed his/her normally scheduled work day or called in before his/her regular scheduled work time, shall receive a minimum of two (2) hours pay and will receive one and one-half (1 1/2) time regular straight time hourly rate of pay for any hours worked outside his/her normal shift hours.

Any Employee required to carry a pager or cell phone and to be on call on a holiday, Saturday or Sunday will receive Two (2) hours of overtime or compensatory time for each day they are on call. If an Employee is called out, the Employee shall then receive an additional One (1) hour of compensatory time or overtime for the on-call time for that day, as well as the compensatory time or overtime for the actual time worked. There will be a reasonable expectation that Members assigned to on call status will be available and fit for duty. If the Employee is not able to respond, due to physical location/travel or physical condition s/he shall contact the immediate non-Union supervisor upon learning of his/her unavailability. Failure to respond to the page will result in the loss of the Three (3) on-call hours of overtime or compensatory time, however failure to respond to the page will not be grounds for disciplinary action. The Employer shall periodically review the assignment of employees to on-call status, and consider the rotation of such status, to assure that reasonably qualified employees may have the opportunity to serve in an on-call capacity.

Section D.

Employees shall receive longevity pay in accordance with the schedule set forth in Appendix "C" which is attached hereto and made a part hereof.
Section E.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section F.

Insofar as practical, without reducing the efficiency of operations, the Employer will distribute overtime opportunities among qualified Employees in the same job classification and in each work area on a rotational seniority basis. If an Employee establishes that he/she has failed to receive his/her fair share of overtime opportunities as herein provided, he/she shall have preference to future overtime opportunities for which he/she is qualified until a reasonable balance is re-established.

Section G.

Employees assigned to a higher ranking position, unfilled due to disability, vacancy, illness, vacations or for other reasons as determined and stipulated in writing by an Employee's non-bargaining unit supervisor for one (1) through four (4) regular scheduled work days in any calendar month, shall be paid additional compensation. Such Employees shall be paid five (5) percent more than his/her current rate of pay. If an Employee works more than a total of five (5) or more work days per fiscal year in a higher ranking position, such Employee shall be paid ten (10) percent more than his/her current rate of pay.

ARTICLE 9. GRIEVANCE PROCEDURE.

Section A.

The purpose of the Grievance Procedure shall be to settle grievances between the Employer and Union as quickly as possible.

Section B.

Should any regular full-time Employee or group of regular full-time Employees feel aggrieved as a result of conditions of the Employer-Employee relationship perceived as a violation of this Agreement, adjustment shall be sought as follows by the Employee, at the discretion of the Union.

It is the intention of the parties to resolve disputes at the lowest level possible. With that said, the Union President and/or Steward shall request an informal meeting with the Department Head or his/her designee within five (5) business days of the date of occurrence of the event giving rise to the grievance. The Department Head or designee shall then meet with the Union within five (5) business days of receiving the Union notice. If informal efforts at resolution fail, adjustment shall be sought as follows by the Employee or Employees at the discretion of the Union. No settlement of a grievance presented by an Employee shall contravene the provisions of this Agreement.

FIRST:

The aggrieved will prepare a statement, or complaint, which shall contain all of the following: the facts concerning the alleged violation, the section of the contract so violated and the relief sought. This complaint shall be submitted to the Department Head within five (5) days (excluding Saturdays, Sundays and Holidays) of the informal meeting with the Department Head. Efforts to settle the grievance will be made between the Union Committee and the Department Head. If not settled within five (5) days (excluding Saturdays, Sundays and Holidays) after presentation of the complaint to the Department Head, THEN;
SECOND: unless further delay is agreed upon by both parties, the Union may refer the matter to the City Manager in writing within ten (10) days of the Department Head’s response (excluding Saturdays, Sundays and Holidays); the City Manager shall meet and discuss the grievance within ten (10) days from the receipt of the referral (excluding Saturdays, Sundays and Holidays), and shall respond in writing to the grievance within ten (10) days after said meeting unless an extension of time is mutually agreed to in writing. If the City does not answer within ten (10) days, then the City and Union agree that the decision shall be awarded in favor of the Union.

THIRD: unless further delay is agreed upon by both parties, in the event that the Union Committee and the aggrieved are dissatisfied with the City Manager’s decision and said grievance involves the interpretation or application of the express provisions of this Agreement, the Union may refer the matter to Arbitration by giving written notice of its desire to do so to the City Manager within ten (10) days (excluding Saturdays, Sundays and Holidays) after the decision is rendered pursuant to Step Two of the Grievance Procedure. If the Union has given proper notice to the City Manager of its desire to refer the matter to Arbitration, the matter shall be settled as follows:

The parties shall jointly request the Director of the Federal Mediation and Conciliation Service to submit a list of five (5) names of suggested arbitrators. From the list so submitted, the requesting party shall reject two (2) names of the suggested names. The other party shall then reject two (2) names. The person whose name remains shall act as the Arbitrator. All arbitration hearings, unless mutually agreed otherwise, shall be held in DeKalb, Illinois.

The decision of the Arbitrator shall be final and binding upon the Employer and the Union. The Arbitrator shall be limited to interpreting this Agreement and applying to it the facts of the particular case presented to him. However, if agreed to by both parties in writing, two (2) or more grievances may be consolidated. The Arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement.

The fee and expenses of the Arbitrator shall be divided equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. The Employer shall be responsible for compensating the Employee grievant(s) and the Employee witness(es) that are necessary to the arbitration process; provided, however, that said compensation shall be given only during arbitration proceedings that occur during the regularly scheduled work hours of the Employee(s).

Should the Employer wish to settle the grievance before the Arbitration hearing date the Employer shall present the proposed settlement in writing to the grievant(s) and grievance committee before the hearing date.

The Arbitrator’s award shall be made within thirty (30) days (excluding Saturdays, Sunday and Holidays) after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The award shall be in writing and signed by the Arbitration. The Arbitration shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise.

Section C.

The Union Grievance Committee shall consist of not more than six (6) Employees, the names of which shall be certified in writing to the Employer by the Union. To avoid the disruption of routine City services, no
more than two (2) employees may be selected from each division to serve on the Union Grievance Committee. The Employees of the Union Grievance Committee shall be allowed such time during working hours, as is reasonable and necessary to investigate and process grievances. Provided, however, such Employees shall not be allowed more than three (3) hours per grievance during working time for such purposes. The parties specifically agree to cooperate with each other in order to reduce to a minimum the actual time spent in investigating and processing grievances. Each member of the Union Grievance Committee upon proper request shall receive the permission of his/her Department Head or non-bargaining unit supervisor before leaving his/her work assignment to investigate or process a grievance and shall promptly report back to his/her Department Head or supervisor when he/she returns to work. Such permission shall not be unreasonably withheld, and shall be in writing.

Section D.

No Employee shall be required to take a polygraph examination as a condition of retaining employment nor be subject to discipline for the refusal to take such.

ARTICLE 10. DISCIPLINE.

Section A.

The Employer has the right to impose disciplinary action upon Employees, and the Employer's policy shall be to impose any such disciplinary actions in a uniform manner consistent with the tenets of progressive and corrective discipline.

Section B.

Disciplinary action may be imposed upon an Employee only for just cause. Said discipline should be imposed as soon as practicable after the Employer becomes aware of the event(s) or action(s) giving rise to the discipline. In any event, the Employer shall have a reasonable time to investigate the matter without any prejudice to the Employer’s right to impose disciplinary action upon Employees.

Section C.

The policy of progressive and uniform discipline is also understood to mean that each infraction giving rise to disciplinary action must be judged both individually and collectively, and that a major or particularly serious infraction or series of infractions may warrant the imposition of more severe disciplinary action, and that the degree of the infraction or the progressive discipline procedure may result in different treatment of like offenses.

Section D. Due Process.

Employees have a right to due process through the Grievance Procedure established in Article 9 for the following disciplinary actions only: written reprimand, suspension and dismissal. Provided, however, that in the case of a written reprimand the Employees shall only have the right to refer a grievance as provided for in the FIRST and SECOND steps of the Grievance Procedure.

Section E. Manner of Discipline.

If the Employer had reason to discipline an Employee, discipline shall be imposed, as far as
practicable, in a manner that shall not intentionally embarrass the Employee before other Employees or the public.

Section F. Pre-Disciplinary Meeting.

For discipline, prior to notifying the Employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union President of the meeting and then shall meet with the Employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the Employee, the Employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the Employee does not request Union representation, a Union representative shall nevertheless be entitled to be present at any and all such meetings.

Section G. Notification and Measure of Disciplinary Action.

In the event disciplinary action is taken against an Employee, the Employer shall promptly furnish the Employee a written statement indicating the nature of the disciplinary actions and the grounds therefore.

Section H. Removal of Discipline.

At the sole discretion of the City Manager, with the consultation of the Employee's Department Head, notice of a particular disciplinary action may be expunged from an Employee's file if a minimum of three (3) years pass without any further disciplinary action for the same offense.

ARTICLE 11. INDEMNIFICATION, LEGAL COUNSEL.

The Employer shall indemnify Employees covered under this Agreement in accordance with Chapter 745, Paragraph 1011-101 et. seq. of the Illinois Compiled Statutes, except that Employees who are served with a notice of a claim or pending law suit shall notify the City Manager, or the City Manager's designee, within ten (10) days of the receipt of such notice. Failure of the Employee to notify the City Manager, or the City Manager's designee, within ten (10) days of the receipt of such notice may result in the Employer electing not to indemnify and defend such Employee.

Nothing in this section shall prevent the Employer from taking disciplinary action against any Employee for conduct defended or indemnified by the Employer under this Article, either before or after conclusion of such suit.

In the event the Employer is no longer self-insured for liability, the Employer shall provide liability insurance to protect and indemnify Employees for acts or omissions committed within the scope of their duties.

ARTICLE 12. GROUP MEDICAL INSURANCE.

Section A.

Except for the Employee's contribution, as hereinafter set forth, Employer will pay in full the premium for a hospital and medical insurance plan, and a dental insurance plan, for all Employees covered by the Agreement and their spouses and dependent(s), unmarried children under the age of twenty-three (23) years and who are further dependent upon the member for their support and maintenance.
The Employee’s coverage (level of benefits) shall be in a summary plan description and plan document forn as the City of DeKalb’s Employee Benefit Plan for all active employees and covered retirees. Employee Wellness Benefits are described in Appendix F attached hereto and incorporated herein.

The plan shall be the same plan which is in effect on the date hereof with the Employer retaining the right to change insurance carriers or otherwise provide for hospital and medical coverage, so long as the coverage (level of benefits) remains equal to or greater than the plan presently carried.

Prior to making any such change, the Employer will review the coverage (level of benefits) with the Union. Upon written request of either party the question of whether the level of benefits are substantially the same may be submitted to the current Reinsurance/Stop Loss Carrier or another mutually agreeable body. If the matter remains unresolved after such review, the Union may refer the matter directly to Arbitration in accordance with the procedure set forth in this Agreement.

If the total number of “in-network” providers decreases by 1/3rd or greater, then the Union may re-open negotiations for network benefits under the Employer’s Insurance Plan. Negotiations will be conducted in accordance with the IPLRA as interpreted under law.

Section B. Deductibles and Co-Payments.

1. Effective January 1, 2008 through December 31, 2008

   A. **Deductible.** Employees shall pay the first $250.00 of medical insurance claims by the Employee, and shall pay the first $250.00 of medical insurance claims by the Employee’s dependents in combination. All deductible payments made by the Employee shall not be applied to Employee payments for major medical co-insurance payments.

   B. **Major Medical Co-Insurance Payment.** Employees covered by this Agreement shall, after meeting their deductible, pay $750.00 in co-insurance of major medical claims by the Employee, and shall, after meeting their deductible, pay $750.00 in co-insurance of all major medical claims by the Employee’s dependents in combination.

2. Effective January 1, 2009

   A. **In-Network Deductible.** Employees shall pay the first $375.00 of medical insurance claims by the Employee. Employees plus one dependent shall pay the first $500.00 of medical insurance claims by the Employee plus one dependent in combination. Employees plus dependents shall pay the first $750.00 of medical insurance claims by the Employee plus dependents in combination. All in-network deductible payments made by the Employee shall not be applied to Employee payments for major medical co-insurance payments.

   B. **In-Network Out-of-Pocket Co-Payment.** Employees covered by this Agreement shall, after meeting their deductible, pay $750.00 in co-insurance of major medical claims by the Employee. Employees plus one dependent, after meeting their deductible, shall pay $1,000.00 in co-insurance of all major medical claims by the Employee plus one dependent in combination. Employees plus dependents, after meeting their deductible, shall pay $1,500.00 in co-insurance of all major medical claims by the Employees plus dependents in combination.
C. Out-Of-Network Deductible. Employees shall pay the first $500.00 of medical insurance claims by the Employee. Employees plus one dependent shall pay the first $750.00 of medical insurance claims by the Employee plus one dependent in combination. Employees plus dependents shall pay the first $1,000.00 of medical insurance claims by the Employee plus dependents in combination. All out-of-network deductible payments made by the Employee shall not be applied to Employee payments for Out-Of-Network Out-Of-Pocket Co-Payments.

D. Out of-Network Out-of-Pocket Co-Payment. Employees covered by this Agreement shall, after meeting their deductible, pay $1,000.00 in co-insurance of major medical claims by the Employee. Employees plus one dependent, after meeting their deductible, shall pay $1,500.00 in co-insurance of all major medical claims by the Employee plus one dependent in combination. Employees plus dependents, after meeting their deductible, shall pay $2,000.00 in co-insurance of all major medical claims by the Employees plus dependents in combination.

Section C. Employee’s Insurance Contribution

1. Effective January 1, 2008 through December 31, 2008

   Employees covered by this Agreement shall pay an amount equal to two percent (2%) of their base wages as shown in the current wage Appendix A-1 of this Agreement as the Employee contribution for hospital, medical, and dental plan coverage.

   Employees covered by this Agreement shall pay an amount equal to two percent (2%) of their base wages as shown in the current wage Appendix A-1 of this Agreement as the Employee contribution for dependents hospital, medical, and dental plan coverage.

2. Effective January 1, 2009 through June 30, 2009

   Employees covered by this Agreement shall pay an amount equal to two percent (2%) of their base wages as shown in the current wage Appendix A-2 of this Agreement as the Employee contribution for hospital, medical, and dental plan coverage.

   Employees covered by this Agreement shall pay an amount equal to an additional one percent (1%) of their base wages as shown in the current wage Appendix A-2 of this Agreement as the Employee contribution for one dependent hospital, medical, and dental plan coverage.

   Employees covered by this Agreement shall pay an amount equal to an additional two percent (2%) of their base wages as shown in the current wage Appendix A-2 of this Agreement as the Employee contribution for dependents hospital, medical, and dental plan coverage.

3. Effective July 1, 2009 through June 30, 2010

   Employees covered by this Agreement shall pay fifteen percent (15%) of the City’s calculated single insurance premium as the Employee contribution for hospital, medical, and dental plan coverage.

   Employees covered by this Agreement shall pay fifteen percent (15%) of the City’s calculated Employee plus one dependent insurance premium as the Employee contribution for Employee plus one dependent hospital, medical, and dental plan coverage.
Employees covered by this Agreement shall pay fifteen percent (15%) of the City's calculated Employee plus dependents insurance premium as the Employee contribution for Employee plus dependents hospital, medical, and dental plan coverage.

4. Effective July 1, 2010

Employees covered by this Agreement shall pay twenty percent (20%) of the City's calculated single insurance premium as the Employee contribution for hospital, medical, and dental plan coverage.

Employees covered by this Agreement shall pay twenty percent (20%) of the City's calculated Employee plus one dependent insurance premium as the Employee contribution for Employee plus one dependent hospital, medical, and dental plan coverage.

Employees covered by this Agreement shall pay twenty percent (20%) of the City's calculated Employee plus dependents insurance premium as the Employee contribution for Employee plus dependents hospital, medical, and dental plan coverage.

Section D. Retired Employee Insurance.

1. Effective January 1, 2008 through June 30, 2009

Retired employees may maintain the same hospital and medical insurance for themselves and their spouse and dependent, unmarried children under age of twenty-three (23) by reimbursing to the Employer the full premium monthly.

A Catastrophic (Fifty-Fifty) Plan shall be provided to retired members who shall have completed twenty (20) consecutive years of credited service to the Employer and who shall have attained fifty-five (55) years of age. Under this plan, retirees shall have their monthly premium payments reduced in the same amount as their deductibles are increased. This provision is dependent upon the Employer's maintenance of a self-funded health insurance program, and will become null and void if that self-funded status ceases.

When a retired employee who has completed twenty (20) consecutive years of credited service to the Employer reaches the age of sixty (60), the Employer shall pay the premium of the individual employee's hospital and medical insurance, excluding spouse and children.

If retired employees discontinue hospital and medical insurance coverage for themselves or their spouse and dependent, unmarried children under the age of twenty-three (23), they will not be able to reinstate coverage unless all evidence of insurability (as determined by the Employer's insurance broker) is met. The employee will be required to sign a form which states these rules and understands them. The Employer has no obligation to pay the premium of a retired employee reaching the age of sixty (60) who has discontinued the City's coverage.

All retired employees may reinstate health and medical insurance as a Medicare supplement when they are eligible for the Medicare program.

2. Effective July 1, 2009

Retired employees may maintain the same hospital and medical insurance for themselves and their spouse and dependent, unmarried children under age of twenty-three (23) by reimbursing to the Employer the full premium monthly.
A Catastrophic (Fifty-Fifty) Plan shall be provided to retired members who shall have completed twenty (20) consecutive years of credited service to the Employer and who shall have attained fifty-five (55) years of age. Under this plan, retirees shall have their monthly premium payments reduced in the same amount as their deductibles are increased. This provision is dependent upon the Employer's maintenance of a self-funded health insurance program, and will become null and void if that self-funded status ceases.

When a retired employee who has completed twenty (20) consecutive years of credited service to the Employer reaches the age of fifty-five (55), the Employer shall pay the premium of the individual employee's hospital and medical insurance, excluding spouse and children.

If retired employees discontinue hospital and medical insurance coverage for themselves or their spouse and dependent, unmarried children under the age of twenty-three (23), they will not be able to reinstate coverage unless all evidence of insurability (as determined by the Employer's insurance broker) is met. The employee will be required to sign a form which states these rules and understands them. The Employer has no obligation to pay the premium of a retired employee reaching the age of fifty-five (55) who has discontinued the City's coverage.

All retired employees may reinstate health and medical insurance as a Medicare supplement when they are eligible for the Medicare program.

Section E.

An Employee on temporary or unpaid leave from the Employer may maintain the same hospital, medical, and dental insurance by reimbursing Employer for the Employer's full monthly premium costs.

Section F.

In the event of the death of an employee covered by this agreement, the employee's dependents, as defined by the Employer's group insurance program, shall be eligible for participation in the Employer's group insurance program by reimbursing the Employer for 50% of the applicable premium cost. Eligibility for participation shall end if 1) the employee's spouse remarries; or 2) if the dependents are eligible for group insurance coverage through another plan.

ARTICLE 13. LIFE INSURANCE.

The Employer shall provide a Fifty Thousand Dollar ($50,000.00) term life insurance policy for all Employees covered by this Agreement.

ARTICLE 14. CLOTHING ALLOWANCE.

Uniformed civilian Employees of the Police Department, Public Works Department, Engineering Department, I&T Division and Community Development Department covered by this Agreement, other than Office Personnel, shall receive a clothing allowance of $550.00 per year. The type and kind of uniforms or clothing shall be determined by the Employer.

Employees covered by this Agreement who are hired prior to April 1, shall receive during the month of April, a pro-rata uniform allowance on the basis of one-twelfth (1/12) time the appropriate allowance for each month worked prior to April 1. Employees covered by this Agreement who retire or whose employment is terminated after May 1, shall not receive a pro-rata uniform allowance.
All Employees covered under this Agreement will receive sufficient additional funds to replace or repair eye glasses, watches, and dentures damaged or destroyed in the performance of their job if the Department Head is notified in writing within twenty-four (24) hours, or on the next regularly scheduled workday, of such destruction or damage. The maximum amount payable for watches and bands to be $75.00 and then only upon presentation of a written receipt of proof of value.

With the approval of the Employee's Department Head and the City Manager, an Employee who is not eligible for a clothing allowance may be reimbursed for the value of an article of clothing damaged while on duty, provided the damage to that article of clothing is not the result of the Employee's action or negligence, and the value of the article of clothing exceeds Thirty-Five Dollars ($35).

ARTICLE 15. MANAGEMENT'S RIGHTS.

It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Employer in all of its various aspects. Among the rights retained by the Employer are the Employer's right to direct the working forces; to schedule overtime; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether good or services shall be made or purchased; to relieve Employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities, provided, however, that the exercise of any of above rights shall not conflict with any of the express written provisions of this Agreement.

All rights of the Employer, not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively with the Employer and are not subject to arbitration under this Agreement.

ARTICLE 16. DUES CHECK OFF AND FAIR SHARE.

Upon receipt of voluntarily signed written authorization forms from Employees, this Employer will, each month, deduct from the Employee's pay the amount of the monthly Union membership dues. Employees who choose not to voluntarily join the Union shall be required to pay the amount of the Fair Share fee which shall be certified to the Employer. Any Employee desiring to revoke voluntary check off may do so by giving written notice during the fifteen (15) day period prior to termination of this Agreement. Employees may also request payroll deductions for the AFSCME P.E.O.P.L.E. fund.

The amount deducted shall each month be forwarded to the Union to 615 South Second Street, P.O. Box 2328, Springfield, IL 62701, together with a list of the names and amounts for whom deductions have been made.

The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any union dues check-off.

ARTICLE 17. WORK RULES.

The Employer has the right to establish, modify, delete, issue, and enforce rules and safety regulations necessary for safe, orderly, and efficient operations. Except in cases of emergency, any changes in City-wide, divisional and/or departmental work rules will be posted on the appropriate Local #813 bulletin boards, and written Notice given to the Union President, five (5) working days prior to changes becoming effective.
The Employer further agrees to furnish each member of Local #813 with a copy of said rules or regulations prior to their effective date. New Employees shall receive a copy of all existing work rules.

Employees assigned to a different division shall be subject to the supervision of that division head and/or supervisors.

ARTICLE 18. EVALUATION AND PERSONNEL FILES.

Section A.

All Employees will receive formal and written annual evaluations.

The Union and the Employer agree that periodic informal evaluation conferences between the Employee and his/her supervisor to discuss work performance, job satisfaction, work related problems and the work environment are also helpful.

If work performance problems are identified through formal or informal evaluations, the supervisor and Employee shall offer constructive suggestions and shall attempt to resolve the problem(s).

Section B.

It is the intent of the Employer to conduct ongoing evaluations as provided in Section A above. Written evaluations shall be prepared by the Employee's supervisor who is outside the bargaining unit and who has firsthand knowledge of the Employee's work. The evaluation shall be limited to the Employee's performance of the duties assigned and factors related thereto. The evaluation shall be discussed with the Employee, and the Employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it.

Section C.

Personnel files shall be maintained to record only job related Employee activity and shall not contain information unrelated to Employee's work with the Employer. These files shall be located and maintained by the HR Division.

Section D.

A copy of any material placed in the personnel file shall be given to the Employee within five (5) working days of the date it was placed in the file. Upon separation, each Employee will, upon request, receive a copy of all information contained within his/her personnel files maintained by the Employer.

Section E.

Employee shall have the right to review any or all of his/her personnel files. Any request to review personnel files must be made to the management person responsible or to the HR Division for the particular file. Any Employee review of a personnel file shall be done in the presence of the management person responsible for maintaining said file or the HR Director or his/her designee during normal work hours. Any review of an Employee's personnel file shall be in accordance with the Employer's Administrative Policies.
Section F.

In the event that material detrimental to an Employee's work record are to be included in that Employee's personnel file, the Employee shall be given the opportunity to respond to said material in writing, and have said response included in the personnel file.

ARTICLE 19. HEALTH AND SAFETY.

Section A. Compliance With Laws.

In order to have a safe place to work, the Employer agrees to comply with all laws applicable to its operations concerning the safety of Employees covered by this Agreement. All such Employees shall comply with all safety rules and regulations established by the Employer. The employer shall provide a safe and healthful workplace.

Section B. Unsafe Conditions.

If an Employee has justifiable reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he/she shall inform his/her supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be shut down.

Section C. Safety Grievances.

A grievance involving an alleged violation of this Article may be submitted directly to the SECOND step of the Grievance Procedure listed in Section B of Article 10 of this Agreement and a grievance hearing shall be promptly scheduled.

ARTICLE 20. EQUAL OPPORTUNITY.

In accordance with applicable laws, the Employer and the Union agree that neither shall discriminate among Employees in the application of the provisions of this Agreement because of an Employee's race, color, religion, sex, national origin, age, political affiliation, handicap, marital status or Union activity.

ARTICLE 21. SENIORITY AND LAYOFF.

Section A. Seniority.

On or before January 15 and July 15 of each year the Employer will provide (within fifteen [15] days of the above-mentioned dates) the Union with a current updated seniority list setting forth by department each Union Employee's classification and seniority to a date thirty (30) days prior to the submission of the list to the Union. For the purpose of clarification, seniority shall be defined as the accumulated continuous time a regular full-time Employee has worked for the Employer in a Union position.

Section B. Layoff.

In the event the Employer should "layoff" Employees, part-time and short-term Employees within each job classification scheduled for a lay-off, shall be laid off first. Layoffs of regular full-time Employees shall be done by inverse seniority within each job classification scheduled for a lay-off. The Employer shall make all requested financial records available to the Union for inspection. The Employer shall notify the Union forty-
five (45) days prior to the intended effective date of the planned lay-off. The Employer and the Union will discuss alternatives to the lay-off if put forth by the Union. Any Employee to be laid off shall be notified fifteen (15) calendar days prior to the effective date of lay-off.

A regular full-time Employee laid off by the Employer shall be allowed to exercise his/her departmental seniority to replace or “bump down” the least senior Employee in his/her career ladder as defined in Article 22 if the Employee has relatively equal skill, ability, and qualifications to perform the work involved. Provided, however, that within the Department of Public Works, seniority will be determined for Street Division Employees and Water Division Employees, in their respective division and not by department. A regular full-time office associate laid off by the Employer shall be allowed to exercise his/her City wide seniority to replace or “bump down” the least senior office associate employed by the Employer.

Where "bumping down" occurs, the Employee will be compensated at his/her regular rate of pay for the work performed at the lower rated classification. The Employee will continue his/her step position in the lower classification.

Section C.

In the event a job which was eliminated and/or another opening within that department becomes available within twelve (12) months of the original layoff, the Employee who was laid off shall be given first opportunity to fill the vacancy within fourteen (14) days after receipt of a registered letter from the Employer advising the Employee of the position available. In the event of multiple layoffs, the order of rehire shall be in the inverse order of layoffs. Upon rehire, the Employee shall be entitled to the same rate of pay as of the day of layoff.

An Employee shall lose his/her seniority rights under any of the following circumstances:

a. if he/she resigns;

b. if he/she is fired;

c. if he/she has been laid off for lack of work and such layoff continues for more than twelve (12) months; or,

d. if an Employee fails to make known his/her desire to return to work after receiving a notice from the Employer, within fourteen (14) days of receipt of said notice.

ARTICLE 22. CAREER LADDER AND PROMOTIONS.

Section A. Career Ladder.

Career Ladders are as follows, with “job title/classification” levels included:

<table>
<thead>
<tr>
<th>Finance Division</th>
<th>Engineering Dept</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Account Technician III</td>
<td>d. Engineering Technician</td>
</tr>
<tr>
<td>aa. Account Clerk Account Technician II</td>
<td>dd. Engineering Aide</td>
</tr>
<tr>
<td>aaa. Account Technician I</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Community Development Dept</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Public Works Technician</td>
<td>e. Building Supervisor</td>
</tr>
</tbody>
</table>
Section B. Promotions.

There is hereby established a procedure for providing internal promotional opportunities for Employees covered under this Agreement. A promotion is defined for purposes of this Article as a position classification which is higher-rated than the Employee's previous position classification and is on a career ladder which includes the Employee's previous position classification.

1. In the event that a vacancy occurs, or a new position is created, which is on a career ladder, a notice of the vacancy and a copy of the job description shall be provided to the Union and posted in Employee areas. Any Employee meeting the minimum requirements shall be entitled to apply for the position within a seven (7) day period from the date established in the notice.

2. External advertising may commence simultaneously with the posting of the internal notice when a vacancy occurs or a new position is created which is on a career ladder. The deadline for external applications shall be at least one week later than the deadline for internal applications.

3. Applications from Employees shall be in the form as provided by the Human Resources Director and are to be submitted to the Human Resources Director. The Human Resources Director, in conjunction with the immediate supervisor and department head of the vacant position, shall review each application to determine if the minimum requirements have been met, and shall advise each Employee which applies of his/her status.

4. All Employees who apply and meet the minimum requirements for the vacant position shall be interviewed by the selection team established by the employer for the position. If a current Employee is promoted or transferred, a transfer or promotion date will be established as soon as is practicable.

5. Selection of an Employee for a promotion shall be based on the following criteria: seniority, results of performance evaluations, level of qualifications above the minimum requirements, references, recommendation of the Employee's current immediate supervisor and the overall assessment of the selection team regarding ability to perform required duties and responsibilities of the new position. Final decisions regarding a promotion shall be made by the City Manager or his/her designee.

6. In the event that an Employee is promoted to a position classification which is on a career ladder which includes the Employee's previous position classification, the Employee's new rate of pay shall be the first step in the wage schedule for the new position which exceeds the Employee's current rate of pay.
7. The employer reserves the right, after having followed the procedure herein, not to fill the vacancy by promotion and to proceed with the next steps in the recruitment process, which includes the testing and interviews of outside applicants. Interviews with outside applications will not occur unless and until the position is not filled internally. Any Employee is entitled to participate in this next phase in the selection process.

8. All applicants will be notified whether the position was filled internally or externally.

9. To facilitate promotional opportunities and encourage Employees to qualify for promotional opportunities, the Employer shall make efforts to assist Employees to meet minimum requirements and shall establish a system of at least annual Employee performance evaluations.

Section C. Education Tuition Reimbursement.

1. Tuition reimbursement is offered to encourage all Employees to improve job-related skills and abilities, increase their value to the Employer and to assist them in preparing for future advancement with the Employer.

2. The tuition reimbursement program does not include special seminars, workshops or "short courses" of a few day's duration which are considered on an individual and/or department basis as in-service training and are budgeted for accordingly.

3. The tuition reimbursement program is intended for courses offered by an accredited college or university which are directly related to an Employee's current or prospective job duties or are part of a degree program directly related to an Employee's current or prospective job duties.

4. Application for tuition reimbursement may be made by any full-time Employee who has completed his/her probationary period. Applications will not be considered if the Employee is eligible for or receiving funds for the same course from any other source.

5. Applications are to be submitted for approval by the department director and City Manager in advance of beginning the course on forms provided by the City Manager's office to all departments.

6. Reimbursement shall be limited to an amount equal to the tuition cost of six undergraduate class hours at Northern Illinois University per year. This amount shall be determined on the first day of each calendar year and shall remain in effect for that calendar year.

7. Reimbursement for tuition and required text books shall be according to the following schedule:

   A) 100% tuition reimbursement up to the fiscal year maximum for courses completed with a grade of "C" or better, or numerical equivalent.

   B) 50% tuition reimbursement up to the fiscal year maximum for courses completed with a "satisfactory" or "passing" grade under a "pass/fail" option.

   C) 0% tuition reimbursement for courses not completed or completed with a grade less
than "C" or its numerical equivalent or "unsatisfactory" or "failing" under a "pass/fail" option.

D) 100% reimbursement for required textbooks if said books and the receipt for same are submitted to the department for its permanent use.

8. In order to receive tuition reimbursement, Employees must submit an official school transcript or an official grade card showing the course, the grade and the tuition cost.

9. Expenses such as student fees, lab fees, parking, mileage, etc. are not eligible for reimbursement.

10. Employees are encouraged to schedule classes during non-regular work hours. Hours in classes attended during non-regular work hours shall not be counted as hours worked or credited toward compensatory time or leave. Attendance of a class during regular work hours requires the prior approval of the department head and City Manager. Hours in classes attended during regular work hours shall be counted as worked. On-line classes should be conducted outside of work hours only.

11. The City Manager will budget funds each year for the tuition reimbursement program. The amount budgeted shall be the limit of funds available during the fiscal year. Priority of applications shall be governed by the time and date completed applications are received by the City Manager. The City Manager has authority to reduce the amount of funds available during a fiscal year for this program at any time. If an employee separates from the Employer within one (1) year or less from the ending date of a class/classes which were reimbursed through City Education Reimbursement Funds, the separating employee will be held accountable for reimbursing the Employer for all applicable tuition monies spent.

ARTICLE 23. NEW JOB CLASSIFICATIONS/JOB DESCRIPTIONS.

The Employer and Employees agree to review the Building Inspector classifications/wage schedule as per side letter Appendix “F” attached hereto and made a part hereof.

The Employer shall promptly notify the Union of its decision to implement or change any new or existing job descriptions or classifications pertaining to work of a nature performed by Employees in the bargaining unit. If the new classification or job description is a successor title to a classification or job description covered by the Agreement and the job duties are not significantly altered or changed, the new classification or job description shall automatically become a part of the Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to Employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer’s notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision of inclusion or exclusion from the unit, and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification. If agreement is not reached, then implementation of the new classification shall be postponed until contract negotiations are reopened and settlement is reached.
ARTICLE 24. LABOR/MANAGEMENT MEETINGS.

Employees shall, after giving notice to their Supervisor, be allowed reasonable time off with pay during working hours to attend labor/management meetings, meetings covering modifications of supplemental agreements arising during the term of the Agreement, FIRST and SECOND step Grievance Proceedings, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such Employees are entitled or required to attend such meetings by virtue of being Union representatives, grievants and/or necessary witnesses and FIRST and SECOND step Grievance Proceedings, and if such attendance does not substantially interfere with Employer's operations as determined by the Employer.

ARTICLE 25. UNION ACTIVITIES.

Section A.

With the prior approval of the Employer, local union officers and AFSCME staff representatives shall have reasonable access to the Employer's premises for the sole purpose of the administration of this agreement, provided that said access does not interfere with the operating needs of the Employer.

Section B.

With the prior approval of the Employer, local union representatives shall be allowed time off with or without pay for legitimate union business, such as state and national conventions, union meetings, committee and/or board meetings, training sessions, or conferences, so long as such leave does not interfere with the operating needs of the Employer. The Employer shall not deny requests for such time off for arbitrary or discriminatory reasons. Nothing shall prevent an employee from using any accumulated vacation leave or compensatory time to cover such approved absences.

Section C.

The Employer shall provide bulletin boards in each City building where members are routinely employed for the purpose of posting Union business/activities and information for its members.

ARTICLE 26. NO STRIKE NO LOCKOUT.

Section A.

During the term of this Agreement, neither the Union nor its agents or any Employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer, nor its agents, for any reason, shall authorize, institute, aid, or promote any lockout of Employees covered by this Agreement.

Section B.

All Local #813 officers and representatives have a responsibility to discourage Employees from violating Section A of this Article. Verbal or written notice by Local #813 officers and representatives to said Employees shall constitute compliance with this Section.
Section C.

The Employer may discharge or discipline any Employee who violates Section A and any Employee who fails to carry out his/her responsibilities under Section B.

ARTICLE 27. ENTIRE AGREEMENT.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation or either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 28. SAVINGS CLAUSE.

If any provision of this Agreement is subsequently declared by State or Federal legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. The parties will attempt to reach agreement after bargaining in good faith, within forty-five (45) days following commencement of the initial meeting, or a time period extension mutually agreeable to both parties. If the matter is not resolved within the forty-five (45) day period, or the mutually agreed upon extended period, then the matter shall be a subject of negotiation at the time when contract negotiations are reopened.

ARTICLE 29. COMMERCIAL DRIVERS LICENSE.

The Employer will assist Employees of AFSCME Local #813 in obtaining a Commercial Driver's License at the required classification, if required in the Employee's job description, as follows:

1. The Employer will pay for the difference in cost for the renewal between a regular driver's license and a Commercial Driver's License.

2. Employees will be given paid time off during their normal work hours to take written exam and/or a road test if necessary. Employees will be allowed to use a City vehicle, if required, for purposes of the exam.

ARTICLE 30. DRUG TESTING POLICY.

Section A. General Policy

The use of illegal drugs and the abuse of legal drugs and alcohol by City employees presents unacceptable risks to the safety and well being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectation of the public that the employees who serve and protect them will obey the law and be fit and free from the adverse effects of drugs and alcohol abuse.
In the interest of having employees who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

The Employer has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are fully capable and fit to perform their jobs at all times. For these reasons, the abuse of prescribed or over-the-counter drugs and the abuse of alcohol by employees is strictly prohibited on duty. The use, possession, sale, or transfer of illegal drugs, cannabis, or non-prescribed controlled substances by employees is strictly prohibited on duty. Violation of these policies may result in disciplinary action up to and including discharge. Employee off-duty conduct will be governed by the other provisions of the collective bargaining agreement.

Section B. Definitions

1. DRUGS: The term "drug" shall include any controlled substance listed in 720 ILCS 570/101 et seq. of the Illinois Compiled Statutes, known as the Controlled Substance Act, for which the person tested does not submit a valid, pre-dated prescription. The term "drug" includes prescription and over-the-counter medication, alcohol, and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substance Act, but which adversely affect perception, judgment, memory, and coordination.

A listing of drugs covered by this policy includes, but is not limited to:

<table>
<thead>
<tr>
<th>MDA</th>
<th>Codeine</th>
<th>Cocaine</th>
<th>PCP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heroin</td>
<td>Mepheridine</td>
<td>Amphetamines</td>
<td>LSD</td>
</tr>
<tr>
<td>Hash</td>
<td>Hash Oil</td>
<td>Marijuana</td>
<td>Steroids</td>
</tr>
<tr>
<td>Mescaline</td>
<td>Choral Hydrate</td>
<td>Barbiturates</td>
<td>Clutethimide</td>
</tr>
<tr>
<td>Phenmetrazine</td>
<td>Methylphenidate</td>
<td>Tranquilizers</td>
<td></td>
</tr>
</tbody>
</table>

2. IMPAIRMENT: The standards defining impairment will be the same as the standards found in the federal Omnibus Transportation Employees Testing Act.

3. POSITIVE TEST RESULTS: The standards defining positive test results will be the same as the standards defined in the federal Omnibus Transportation Employees Testing Act.

4. DRUG ABUSE: The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed or over-the-counter drug, or the abuse of alcohol, which results in impairment.

5. Omnibus Transportation Employee Testing Act: This refers to the Omnibus Transportation Employee Testing Act of 1991 and any subsequent revisions or amendments which apply to employees covered by current and future collective bargaining agreements between the Employer and Union.

Section C. Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time while on duty and/or while on
any of the Employer's premises or job sites, including all the Employer's buildings, properties, or vehicles and the Employee's personal vehicle while engaged in the business of the Employer;

2. Using, selling, possessing, purchasing, or delivery of any illegal drug while on duty;

3. Being impaired due to drugs while on duty; or

4. Failing to report to their supervisor any experience in known adverse side effects of any medication, including over-the-counter medications or prescription drug(s) which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section D. Administration of Tests

1. All current employees will be given a copy of the Drug and Alcohol Abuse Policy upon execution of this Agreement. All newly hired employees will be provided with a copy at the start of their employment.

2. Nothing in this Policy shall limit or prohibit the Employer from requiring applicants for bargaining unit positions to submit blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

Section E. When a Test May Be Compelled

Because the federal Omnibus Transportation Employees Testing Act only applies to some employees covered by the collective bargaining agreement between the Employer and Union, a two tiered system will apply regarding this Section E and Sections F & G.

In this Section E and the issues covered by Sections F (Reasonable Suspicion) & G (Order to Submit to Testing), all applicable provisions of the federal Omnibus Transportation Employees Testing Act shall be applied to those employees covered by said Act.

For employees not covered by the federal Omnibus Transportation Employees Testing Act, the following shall apply:

1. There shall be no random, across-the-board, or routine drug testing of employees, except as part of treatment and/or after care.

2. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that Employee may be required to report for drug/alcohol testing by either the City Manager, a Department Head, a non union supervisor, the Human Resources Director, or the City Attorney. At the time the employee is ordered to submit to testing, the Employer shall contact the Union Representative so that he/she may be present. If the designated Union Representative is unable to be present within thirty (30) minutes, then the Employee may be ordered to be tested in the presence of any Union member who volunteers. The Union shall provide the Employer with a list of the Union representatives to be contacted for this purpose and shall maintain it on an ongoing basis. All supervisory personnel authorized to compel a test shall receive the training required
by the Omnibus Transportation Employees Testing Act.

3. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

4. It is understood that drug and alcohol tests may be required under the following conditions:
   a. When an Employee has been arrested or indicted for conduct involving illegal drug related activity on duty;
   b. When an Employee is involved in an on-the-job injury causing reasonable suspicion of legal or illegal drug use or alcohol abuse;
   c. When an Employee is involved in an on-the-job accident where there is reasonable suspicion of illegal drug use or alcohol abuse; or
   d. Where an Employee has experienced excessive absenteeism or tardiness under circumstances giving rise to reasonable suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

Section F. Reasonable Suspicion, Employees Not Covered by the Omnibus Transportation Employees Testing Act

Reasonable suspicion is a standard to determine when a drug or alcohol test may be ordered and the Employee may be required to report for testing.

Reasonable suspicion exists if the facts and circumstances warrant rational inference(s) that a person is using and/or is physically or mentally impaired due to being under the influence of drugs or alcohol. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or
2. Information provided by an identifiable third party which is independently corroborated by an investigation by the City Manager, a Department Head, a non union supervisor, the Human Resources Director, the City Attorney, or the Assistant City Attorney to determine the reliability or validity of the allegation.

Section G. Order to Submit to Testing, Employees Not Covered by the Omnibus Transportation Employees Testing Act

At the time an Employee is ordered to submit to testing authorized by the agreement, the Employer shall provide the Employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided to the Employee within a reasonable period of time following the order. The Employee shall be permitted to consult with a Representative of the Union at the time the order is given, provided that such a
Representative is available. A refusal to submit to such testing may subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights he/she may have. When testing is ordered, the Employee will be removed from duty and placed on leave with pay pending the receipt of the results.

Section H. Conduct of Test

The method of testing established for employees covered by the Omnibus Transportation Employees Testing Act shall also be followed for all employees not covered by said Act.

Section I. Prohibited Levels

The prohibited levels established for employees covered by the Omnibus Transportation Employees Testing Act shall also apply to all employees not covered by said Act.

Section J. Right to Consent

The Union and/or Employee, with or without the Union, shall have the right to file a grievance concerning any drug or alcohol testing authorized by this agreement up until the point that disciplinary actions are applied for a second positive drug test as contained in Section L of this policy.

Section K. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against any Employee because he/she voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the order to submit to testing or unless the Employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the Employee is then unfit for duty in his/her current assignment, the Employer may authorize sick leave or another assignment if it is available in which the Employee is qualified and/or is able to perform. The Employer shall make available through its Employee Assistance Program (EAP) a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, Employees shall be allowed to use accumulated sick leave, vacation time, holidays earned, and/or compensable time accumulated, and/or be placed on unpaid leave pending completion of treatment. For the purpose of this Policy, the use of accumulated sick leave shall only be afforded to an Employee once during his/her employment with the Employer.

The Employer shall pay 100% of the EAP, but if further treatment is necessary, coverage, or lack of coverage, will be determined by the Employee's individual health plan. If the Employer eliminates the EAP, the drug testing policy of this contract is terminated. Both the Employer and Union recognize that compliance with the Omnibus Transportation Employees Testing act will be maintained in the event the EAP is eliminated.

Section L. Disciplinary Action for Confirmed Positive Test Results

1. **First Positive** - The first confirmed positive test result will be cause for disciplinary action up to and including a five (5) calendar day disciplinary suspension in the case of legal drugs, and up to and including thirty (30) days in the case of illegal drugs. The Employee must agree to the following conditions:

   a. mandatory referral to the Employee Assistance Program for evaluation, diagnosis, and development of a rehabilitation treatment plan consistent with generally accepted standards; and
b. cooperation in the rehabilitation plan, including unannounced periodic drug and alcohol screening for a period of up to twelve (12) months, successful completion of the prescribed rehabilitation (remaining free of drug and alcohol use), and the signing of an agreement consenting to all said conditions. Failure to comply with all of the conditions contained in the rehabilitation plan during continued employment shall be cause for discharge. Any Employee who does not test positive after the first instance for a period of five (5) years or more, shall be considered at the first positive level for any subsequent positive test.

1. **Second Positive/Abuse of Legal Drugs During Rehabilitative Treatment** If an Employee has a first confirmed positive test and enters a rehabilitation program, and thereafter while that Employee is in rehabilitation that Employee has a subsequent confirmed positive test as a result of an unannounced periodic drug and/or alcohol screening, the Employee shall receive a thirty (30) calendar day disciplinary suspension and shall be required to continue in rehabilitation and comply with the other conditions of rehabilitation set forth in the preceding paragraph. This thirty (30) calendar day disciplinary suspension shall be final and binding on the Union and the Employee, and shall not be subject to the grievance procedure. After rehabilitative treatment, any confirmed positive test within five (5) years of the first confirmed positive test will result in the Employee's discharge which shall be final and binding on the Union and the Employee and the penalty shall not be subject to the grievance procedure.

3. **Second Positive/Use of Illegal Drugs During Rehabilitative Treatment** If an Employee has a first confirmed positive test and enters a rehabilitation program, and thereafter while that Employee is in rehabilitation that Employee has a subsequent confirmed positive test as a result of an unannounced periodic drug screening, the Employee shall be discharged, which discharge shall be final and binding on the Union and the Employee, and the penalty shall not be subject to the grievance procedure. After rehabilitative treatment, any confirmed positive test within five (5) years of the first confirmed positive test will result in the Employee's discharge which shall be final and binding on the Union and the Employee and the penalty shall not be subject to the grievance procedure.

4. **Employment Status** - There may be no requirement on the part of the Employer to keep an Employee on active employment status who is receiving rehabilitative treatment under this Section if the Employer determines that the Employee's current use of alcohol or drugs prevents such individual from performing his/her duties or whose continuance on active status would constitute a threat to the property and safety of others and would violate the reasonable expectations of the public. Such Employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment. The Employer shall be reasonable in its application of this provision.

5. **Discipline** - This Section shall in no way limit discipline for other offenses arising out of, related to, or aggravated by drug use or abuse, including but not limited to discipline or discharge because the Employee's condition is such that he/she is unable to properly perform his/her duties due to the effects of drugs, or because the Employee posed or caused any threat to the health and safety of himself/herself or others, or because the Employee caused damage to property; nor shall it limit the discipline to be imposed for possessing, selling, purchasing, or delivering any illegal drug during working hours, or for using any illegal drug while on duty. In cases of misconduct arising out of, related to or aggravated by drug use or abuse, the discipline imposed shall be based on the extent, severity, and/or consequences of
the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to life, limb, or property).

Section M. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Department Head, the City Manager, the City Attorney, the Human Resources Director, the President of the Union or designee, and such other officials as may be mutually agreed to by the individual Employee and the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any Employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results, except where the discipline or discharge is final and binding as provided for elsewhere in this Policy.

ARTICLE 31. IMRF SERVICE RECOGNITION.

The Employer will recognize a member's past service credit with other employers who participate in the Illinois Municipal Retirement Fund. This recognition of service credit with other employers will not apply to the provision of Group Medical Insurance benefits for retirees.

ARTICLE 32. HIPAA.

The Employer agrees to abide by Rules and Regulations set by HIPAA in regards to all personal Medical Information.

ARTICLE 33. RESIDENCY.

Unless exempted by this Article, members shall, within a period of fifteen (15) months from their appointment or after completion of their probationary period (whichever comes last), become residents within the residential boundaries described below. If any portion of the incorporated limits of a city, town, or village touches the boundaries, all of the city, town, or village shall be included within the area. The area allowed for residency is bordered by Rt. 47 (eastern boundary), North Ogle/DeKalb County Line (northern boundary), Route 251 (western boundary), and Chicago Road (Southern boundary). If any portion of the employee’s property touches the boundary lines, the employee may live on either side of the boundary line. The boundaries established are depicted in Appendix "D" of this Agreement which is attached hereto and made a part hereof.

Positions exempted from this residency requirement are:
- Account Technician I
- Account Technician II
- Account Technician III
- Planning Technician
- Engineering Technician
- Engineering Aide
- IT Technician
- IT Aide
- Office Associate I
- Office Associate II
- Office Associate III
- Custodian
- Parking Patrol Officer
- Parking Patrol Officer II
ARTICLE 34. TERMINATION.

This Agreement shall be effective as of the 1st day of January 2008, and shall remain in full force and effect through the 31st day of December, 2010. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to anniversary date that it desired to modify this Agreement. This Agreement may be reopened if agreed to in writing by both parties, and in such event, negotiations will begin immediately. In the event of modification of this Agreement as set forth above, negotiations shall begin not later than sixty (60) days prior to the anniversary date. If negotiations for a successor agreement have not been completed by the expiration date of this Agreement, this Agreement shall remain in force and be effective until the successor agreement is executed and ratified, unless either party gives the other party ten (10) days notice in writing of its desire to terminate this Agreement.

Dated this 8th day of September 2008.

Kris Povlsen, Acting Mayor
City of DeKalb

Donna Johnson, City Clerk

Michael Taylor, President
AFSCME Local #813

Tyler Brown, Staff Representative
AFSCME Council 31
**APPENDIX "A-1"**

**WAGE SCHEDULE**

(Hourly Rate)

**Effective January 1, 2008 through December 31, 2008**

<table>
<thead>
<tr>
<th></th>
<th>STEP A</th>
<th>STEP B</th>
<th>STEP C</th>
<th>STEP D</th>
<th>STEP E</th>
<th>STEP F</th>
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</table>

**LENGTH OF SERVICE INCREASES**

Employees covered by this Agreement shall advance to the next step in the salary schedule on the anniversary date of their appointment or promotion each year until they have advanced to the last step of the salary schedule.
APPENDIX "A-2"
WAGE SCHEDULE
(Hourly Rate)
Effective January 1, 2009 through December 31, 2009

<table>
<thead>
<tr>
<th>Position</th>
<th>STEP A</th>
<th>STEP B</th>
<th>STEP C</th>
<th>STEP D</th>
<th>STEP E</th>
<th>STEP F</th>
</tr>
</thead>
<tbody>
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<tr>
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<td></td>
</tr>
<tr>
<td>Office Associate III</td>
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<td>22.187</td>
<td>23.245</td>
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<tr>
<td>Water Service</td>
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<td>Planning Technician</td>
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</table>

LENGTH OF SERVICE INCREASES

Employees covered by this Agreement shall advance to the next step in the salary schedule on the anniversary date of their appointment or promotion each year until they have advanced to the last step of the salary schedule.
## APPENDIX "A-3"

**WAGE SCHEDULE**

(Hourly Rate)

Effective January 1, 2010 through December 31, 2010

<table>
<thead>
<tr>
<th>Position</th>
<th>STEP A</th>
<th>STEP B</th>
<th>STEP C</th>
<th>STEP D</th>
<th>STEP E</th>
<th>STEP F</th>
</tr>
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<td>Cashier</td>
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</tr>
<tr>
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<tr>
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<tr>
<td>Planning Technician</td>
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<td>IT Technician</td>
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</table>

**LENGTH OF SERVICE INCREASES**

Employees covered by this Agreement shall advance to the next step in the salary schedule on the anniversary date of their appointment or promotion each year until they have advanced to the last step of the salary schedule.
APPENDIX "B"
ACCUMULATED SICK LEAVE

At the time of an honorable separation from the City of DeKalb, an Employee will be paid, at his/her regular hourly rate, for accumulated sick leave according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Accumulated Sick Leave</th>
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<tr>
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<tr>
<td>1-2</td>
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<tr>
<td>2-3</td>
<td>10%</td>
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<tr>
<td>Over 20</td>
<td>100%</td>
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APPENDIX "C"
LONGEVITY SCHEDULE

Longevity pay is Seven Dollars ($7.00) per month per year after three (3) years of continuous service (starting the first month of a Member's fourth year), up to a maximum of One Hundred Seventy Five Dollars ($175.00).

YEARS OF SERVICE AMOUNT OF LONGEVITY PER MONTH

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<td>27</td>
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APPENDIX "E"

WELLNESS BENEFITS
effective 01/01/08

Wellness Benefits are payable at 100% with no deductible, and not subject to reasonable and customary provisions, up to the applicable annual maximum allotment:

- Single Coverage $250
- Family Coverage $500 (may be used by one family member, or any combination)

WELLNESS BENEFITS STILL INCLUDE routine/preventative services, non symptomatic in nature, such as:

- Routine Physical Health Examination (all covered lives over 24 months of age (including blood pressure, EKG, and stress tests)
- Routine Gynecology Exams (including PAP Smears)
- Proctologist Exams
- School Physicals
- Influenza Shots
- Immunizations
- Urinalysis
- Prostate Screening
- Blood Screening and Hemoglobin
- Routine Eye Examinations
- Routine Hearing Tests

Wellness Benefits do not include medications, vitamins, birth control pills, medicine and/or services that may be considered treatment for symptomatic and/or diagnosed conditions.


Well Baby Care Benefit has a separate $2,000 annual maximum for children through 24 months. Includes history, physical examination, development assessment, immunization and lab test. Routine check up intervals are at birth, 2, 4, 6, 9, 12, 15, and 18 months and 2 years of age. After age 24 months of age, coverage would be as routine physical health examinations, and part of the family annual maximum of $500 stated above.

NO LONGER UNDER the ANNUAL WELLNESS BENEFIT:

- Mammogram and Colonoscopy – now treated as diagnostic testing under the medical plan, subject to deductible and paid at regular medical co-insurance levels.
- Routine Dental Checks and Cleanings - two (2) additional visits will be allowed under the Dental program (for a total of 4 annually), all subject to the annual dental maximum.
- Weight Loss Program (Program Only – No Food); Smoking Cessation Program (Program Only); Health Club Membership (50% Reimbursement); Fitness Classes (cardio, Pilates, aerobics, etc), are all removed from the Wellness Benefits program and will be paid through Human Resources with an additional annual maximum of $250/single coverage and $500/family coverage.
APPENDIX “T”
SIDE LETTER

REVIEW OF BUILDING INSPECTORS CLASSIFICATIONS / WAGES

The City of DeKalb and AFSCME Local #813 agree to review the current Building Inspector I and II classifications / wages covered by this Agreement, including each position’s assigned duties and responsibilities. Each party to this side letter shall agree to meet starting July 1, 2009 on a continuing and mutually agreeable basis to complete this review by December 31, 2009 for enactment of changes, if any, effective January 1, 2010.

Each side shall be comprised of not more than (2) permanent representatives. Each side shall be permitted to propose changes to existing position descriptions and duties, and/or to propose new positions / wage schedule. At the conclusion of its work the Committee shall forward all of its mutually-agreed to findings and recommendations to the DeKalb City Council and the Board of AFSCME Local 813 for final approval.

All other terms and conditions of this Agreement shall remain in full force.
APPENDIX "G"

SIDE LETTER

IMPLEMENTATION OF CLASSIFICATIONS / WAGES

The City of DeKalb and AFSCME Local #813 agree to the following terms and conditions, and will be completed in accordance with the passage of the next succeeding Agreement effective January 1, 2008:

Positions & Titles:

<table>
<thead>
<tr>
<th>Change Title From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Clerk</td>
<td>Account Technician I</td>
</tr>
<tr>
<td>Senior Account Clerk</td>
<td>Account Technician III</td>
</tr>
<tr>
<td>Secretary</td>
<td>Office Associate I</td>
</tr>
<tr>
<td>Senior Secretary</td>
<td>Office Associate III</td>
</tr>
<tr>
<td>Create New Positions:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Account Technician II – Payroll</td>
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<tr>
<td></td>
<td>Account Technician II – Administration</td>
</tr>
<tr>
<td></td>
<td>Office Associate II</td>
</tr>
</tbody>
</table>

1. Create one Office Associate III position in Public Works Street Operations and Fire. These will be considered as internal promotions within the divisions only and will not be posted for application by non-division employees. Creation of these positions will not result in an increase in the number of employees within the division.

Current personnel filling these newly created positions shall be given two years from the date of their appointment to achieve certification in the most recent version of Microsoft Office Suite. Failure to achieve certification within this timeframe shall result in their reversal to the next lower classification within the classification series.

All future personnel hired for these positions shall be required to have certification prior to employment.

Current personnel who are now considered as a Senior Secretary shall have their positions re-titled to Office Associate III and shall be exempt from having to obtain certification.

2. Create the positions of Office Associate II in Community Development. These will be considered as internal promotions within the department only and will not be posted for application by non-department employees. Creation of these positions will not result in an increase in the number of employees within the department.

Personnel filling these positions shall be required to cross train in all areas of the department and shall be required to attend meetings outside normal working hours as assigned by the Department Head. Failure to maintain these additional requirements shall result in their reversal to their previous job classification.

3. Create the positions of Account Technician II – Payroll and Account Technician II – Administration within the Finance Division. These will be considered as internal promotions within the division only
and will not be posted for application by non-division employees. Creation of these positions will not result in an increase in the number of employees within the division.

Personnel filling these positions shall be required to work a minimum of 25 percent of their time completing duties otherwise assigned to an Account Technician III.

4. Personnel filling Account Technician II or Office Associate II positions shall in addition to the negotiated cola wage increase, receive a 5 percent increase in base hourly salary for completing these additional duties.
APPENDIX “H”

SIDE LETTER

REGARDING FURLoughs AND REORGANIZATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND PUBLIC WORKS DEPARTMENT

The City of DeKalb (the “City”) and AFSCME Local #813 (the “Union”), in order to address certain budget shortfalls and to achieve labor cost savings in lieu of lay-offs and workforce reductions, do hereby agree to alter and/or waive certain terms and conditions of the current Agreement, effective January 1, 2008 through December 31, 2010, as follows:

1. For Fiscal Year 2009 (“FY ’09), the City and the Union agree that overtime will be limited to only that necessary for emergency, exigent and immediate provision of necessary City services, said necessity being determined by the City Manager, Department heads and/or non-Union supervisors.

2. For FY ’09, the City and the Union agree that Union employees shall take a furlough equal to five (5) working days. The furlough shall be taken as a reduction in pay, which will be calculated as follows: an amount equal to five (5) days pay divided into the number of pay periods from the date of execution of this Agreement through June 30, 2009. The Union employees however shall be credited with five (5) “furlough” days for which the employee will receive his/her regular pay and can be taken off like a vacation day. These furlough days shall be utilized one (1) day at a time and are to be scheduled in advance for each employee, based upon the City’s operational needs, as determined by the City Manager, Department heads and/or an employee’s immediate non-Union supervisors. Scheduling shall be done in the same manner currently used for scheduling usage of vacation or compensatory time. Pension time, sick time, vacation time and insurance benefits and seniority shall continue to accrue during the time of such furlough days.

3. In order to address a downturn in building permitting and inspection needs and the need for a rental inspection program, the City and the Union agree that reorganization of the Community Development Department shall occur and shall continue hereafter. Pursuant to Article 23 of the current Agreement, the City has revised the job descriptions of the Building Inspector I and Building Inspector II positions and has created the new job classification of Building Supervisor. Copies of the revised job descriptions are attached hereto as Exhibits “A-1” (Building Inspector I) and “A-2” (Building Inspector II). A copy of the new job description for Building Supervisor is attached hereto as Exhibit “B.” The Union agrees that placement of current employees within these positions shall be consistent with their current job descriptions, abilities and experience. Placement of a current employee into the new job classification of Building Supervisor shall take place in accordance with the posting and selection procedures of the current Agreement.

4. The Wage Schedule Appendices “A-1, A-2, and A-3” shall be revised to include the Building Supervisor position.

5. In order to achieve a realignment of labor costs from the City’s General Fund to the Water Fund, the City and the Union agree that reorganization of the Public Works Department shall occur and shall continue hereafter. This reorganization shall include the creation of an underground crew to be comprised of members from both the Street Operations Division and Water Resources Division, as well as the transfer of one (1) Street Maintenance personnel to Water Maintenance. Pursuant to Article 23 of the current Agreement, the City has revised the job descriptions of Water Service Maintenance, Public Works Maintenance and Crew Leader Technician for both Street Operations and Water Resources Divisions positions. Copies of the revised job...
descriptions are attached hereto as Exhibits “C-1” (Water Service Maintenance), “C-2” (Public Works Maintenance), “C-3” (Crew Leader Technician – Water) and “C-4” (Crew Leader Technician – Streets). The Union agrees that placement of current employees within these positions shall be consistent with their current job descriptions, abilities and experience. The Union agrees that the selection of the transferee shall take place in accordance with the posting and selection provisions of the current Agreement. In the event no Employee applies for this transferred position, then the Employee with the least seniority in the Street Operations Division shall be the one transferred to the Water Resources Division. These revised job descriptions described in this paragraph shall be reviewed by the City and Union beginning October 1, 2009 and completed by December 31, 2009.

Dated this 8th day of September, 2008.

Kris Povlsen, Acting Mayor  
City of DeKalb

Donna Johnson, City Clerk  

Michael Taylor, President  
AFSCME Local #813

Tyler Brown, Staff Representative  
AFSCME Council 31
CITY OF DEKALB
JOB DESCRIPTION

DATE APPROVED: September 9, 2008

POSITION TITLE: Building Inspector I

GROUP: Community Development Department
        Building & Code Enforcement Division

REPORTS TO: Community Development Director

FLSA Status: Non-Exempt; represented by AFSCME Local 813

JOB SUMMARY:
This position will perform inspections for compliance with all locally adopted property maintenance, zoning and building codes, and all applicable municipal ordinances; and other related duties as assigned. This position requires week-end rotation of emergency on-call personnel.

POSITION CONTEXT:
The position of Building Inspector I - Property Maintenance is assigned to the Community Development Department, under the direct supervision of the Community Development Director or his/her designee. The position is a permanent, AFSCME position that requires the Building Inspector I - to work a thirty-seven and one-half hour work week with periodic overtime, including evenings and weekends. The position will require work both indoors and outdoors and will require the ability to navigate all types of terrain, including that typical of a major construction site. The position further requires the ability to climb stairs and ladders, to enter and exit excavation sites, to enter and exit sites where fire or hazardous materials exist and to be involved in activities associated with severe weather occurrences. This work involves the investigation of complaints and potential violations and the enforcement of municipal codes, ordinances, and regulations as they relate to the condition, occupancy, use and maintenance of property.

Examples of Major Responsibilities and Duties:
• Conducts interior and exterior inspections of structures according to locally adopted codes and ordinances. Investigates complaints, writes warnings and issues tickets for violations.
• Prepares condemnation and vacation of premises orders.
• Appears in court to achieve compliance, as necessary.
• Inspects minor/miscellaneous permits and small construction jobs;
• Special Projects: Periodically coordinate special projects as assigned.

Knowledge, Skills and Abilities Required
• Basic knowledge of the locally adopted property maintenance, building, zoning and housing codes;
• Ability to work under minimal supervision;
• Valid IL State Drivers License within 30 days of hire;
• Ability to lift 50 pounds;
• Ability to communicate clearly in oral and written form.
EQUIPMENT USED:
General office equipment including personal computers.

*MINIMUM QUALIFICATIONS REQUIRED:
Education: High School graduation or equivalent is required. Supplemental education, trade or technical, previous municipal code enforcement is desirable. Certification as property maintenance and housing inspector within two years of date of hire.

Experience: Requires minimum of one year in one of the following fields: property maintenance, fire prevention, construction, or related field.

*NOTE: Requirements listed affect hires on or after approval date shown.
CITY OF DEKALB
JOB DESCRIPTION

DATE APPROVED: September 9, 2008
POSITION TITLE: Building Inspector II
GROUP: Community Development Department
Building and Code Enforcement Division
REPORTS TO: Community Development Director
FLSA STATUS: Non-Exempt; represented by AFSCME Local 813

JOB SUMMARY:
The position of Building Inspector II performs skilled inspection work to determine compliance with, as well as assist with structural, HVAC, and property maintenance ordinances and/or regulations; and other related duties as assigned. This position requires weekend rotation of emergency on-call personnel.

POSITION CONTEXT:
The position of Building Inspector II is assigned to the Community Development Director or designee in the Community Development Department. The position is a permanent, AFSCME position that requires the Building Inspector II to work a thirty-seven and a half hour work-week with periodic overtime, including evenings and weekends. The position will require work both indoors and outdoors and will require the ability to navigate all types of terrain, including that typical of a major construction site. The position further requires the ability to climb stairs and ladders, to enter and exit excavation sites, to enter and exit sites where fire or hazardous materials exist and to be involved in activities associated with severe weather occurrences.

EXAMPLES OF MAJOR RESPONSIBILITIES AND DUTIES:
- Inspections: inspection of buildings during construction, alteration, and repair as frequently as required by established codes or departmental policy; inspection for adequacy and soundness of materials and the conformity of the methods and materials with approved plan; conduct special investigations upon specific complaints or requests; prepare follow-up reports as necessary.
- Code Enforcement: proactive enforcement of municipal laws pertaining to construction, maintenance, use, and occupancy of all property; provide enforcement services on behalf of other departments, as applicable; prepare reports, issue orders, take action or make recommendations for further action or referral.
- Permits: review plans for conformance with the applicable codes, laws, and ordinances; approve or recommend for approval, applications and permits, as authorized.
- Inspection Reports: preparation of written reports of inspections preferred covering conditions found, action taken, issuance of orders to direct correction and recommendations for referral or further action.
- Public Relations: Extensive interaction with the general public requiring professional and timely responses.
- Staff Liaison: act as primary staff liaison with technical boards and commissions (as assigned) with corresponding City departments, public and private utilities, contractors, property owners, and other interested parties, for explanation and interpretation of codes, regulations, and ordinances as they pertain to construction, alteration, repair and maintenance of structures.
- Special Projects: periodically coordinate or respond to special projects as assigned.
KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Advanced knowledge of the codes, regulations, and ordinances governing residential and commercial construction and maintenance of structures and property;
- Advanced knowledge of the materials, methods, and practices used during construction;
- Ability to read and interpret construction plans, specifications and blueprints;
- Ability to work under minimal supervision;
- Ability to climb stairs and ladders, and traverse rough terrain;
- Ability to lift and carry 50 pounds;
- Possession of a valid Illinois State Drivers License within 30 days of hire;
- Ability to communicate clearly in oral and written form.

EQUIPMENT USED:
General office equipment including personal computers.

*MINIMUM QUALIFICATIONS REQUIRED:

Education:
High School graduation or equivalent is required. Supplemental formal education, trade or technical training is desirable. Certification as a One and Two Family Residential and Building Inspector for the City of DeKalb is required within three years of the date of hire.

Experience:
Minimum four years experience in residential and commercial construction is required.

*NOTE: Requirements listed affect hires on or after approval date shown.
CITY OF DEKALB
JOB DESCRIPTION

DATE APPROVED: September 9, 2008
POSITION TITLE: Building Supervisor - Building and Code Enforcement Division
GROUP: Community Development Department
REPORTS TO: Community Development Director
FLSA STATUS: Non-Exempt; represented by AFSCME Local 813

JOB SUMMARY:
The Building Supervisor position in the Building and Code Enforcement Division oversees Building and Code personnel involved in inspections for compliance with all locally adopted property maintenance, zoning and building codes, and all applicable municipal ordinances; and other related duties as assigned. This position requires week-end rotation of emergency on-call personnel. The Building Supervisor may perform related plan review, code enforcement and inspection work as required.

POSITION CONTEXT:
The position of Building Supervisor is assigned to the Building and Code Enforcement Division of the Community Development Department. The position reports to the Community Development Director or designee. The position is a permanent, AFSCME position that requires the Building Supervisor to work a thirty seven and a half-hour workweek with periodic overtime.

EXAMPLES OF MAJOR RESPONSIBILITIES AND DUTIES:
• Supervision of Staff and Projects: assign, coordinate and supervise the employees of the Building and Code Enforcement Division or employees assigned to the Building and Code Enforcement Division; plan projects, including determination of schedules, personnel needs, and materials necessary to complete planned projects; coordinate building plan reviews, inspections and enforcement activities, and the approval of permits;
• Inspections: inspection of buildings during construction, alteration, and repair as frequently as required by established codes or departmental policy; inspection for adequacy and soundness of materials and the conformity of the methods and materials with approved plan; conduct special investigations upon specific complaints or requests; prepare follow-up reports as necessary.
• Code Enforcement: proactive enforcement of municipal laws pertaining to construction, maintenance, and the use, and occupancy of all property; provide enforcement services on behalf of other departments, as applicable; prepare reports, issue orders, take action or make recommendations for further action or referral.
• Permits: review plans for conformance with the applicable codes, laws, and ordinances; approve or recommend for approval, applications and permits, as authorized.
• Inspection Reports: preparation of written reports of inspections preferred covering conditions found, action taken, issuance of orders to direct correction and recommendations for referral or further action.
• Public Relations: Extensive interaction with the general public requiring professional and timely responses.
• Staff Liaison: act as primary staff liaison with technical boards and commissions (as assigned) with corresponding City departments, public and private utilities, contractors, property owners, and other interested parties, for explanation and interpretation of codes, regulations, and ordinances as they

Building Supervisor - Building and Code Enforcement
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pertain to construction, alteration, and repair and maintenance of structures.

- **Special Projects**: periodically coordinate or respond to special projects as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:**

- Advanced knowledge of the codes, regulations, and ordinances governing residential and commercial construction and maintenance of structures and property;
- Advanced knowledge of the materials, methods, and practices used during construction;
- Ability to read and interpret construction plans, specifications and blueprints;
- Ability to work with under minimal supervision;
- Ability to supervise other employees;
- Ability to schedule and organize multiple employees with multiple tasks with multiple deadlines;
- Ability to climb stairs and ladders, and traverse rough terrain;
- Ability to lift and carry 50 pounds;
- Possession of a valid Illinois State Drivers License within 30 days of hire;
- Ability to communicate clearly in oral and written form.

**EQUIPMENT USED:**

General office equipment including personal computers.

**MINIMUM QUALIFICATIONS REQUIRED:**

Education:
High School graduation or equivalent is required. Supplemental formal education, trade or technical training is desirable. Certification as a One and Two Family Residential and Building Inspector for the City of DeKalb is required within three years of the date of hire.

Experience:
Minimum four years experience in residential and commercial construction is required, with a minimum of one year supervising or coordinating other staff.