

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF JOLIET

AND

IOUE, LOCAL 399

JANUARY 1, 2020 TO DECEMBER 31, 2024

INDEX

<i>Article</i>		<i>Page</i>
	Preamble	3
I	Employer/Union Agreement	4
II	Recognition	5
III	Labor Management Meetings	6
IV	Employment Assistance	8
V	Management Rights to Check Off Dues	9
VI	Compensation Schedule	11
VII	Relief Engineers	13
VIII	Seniority	14
IX	Workday	15
X	Shift Hours	16
XI	Jury Duty	17
XII	Vacation/Compensatory Time	18
XIII	Bereavement Leave	19
XIV	Job Duties	20
XV	Holidays	21
XVI	Voluntary IMRF and Pension Fund	22
XVII	Group Insurance Program	23
XVIII	No Strike/Outsourcing and Layoffs	33
XIX	Uniforms	34
XX	Sick Leave	35
XXI	Grievance and Arbitration Procedure	36
XXII	Term and Effect	39
XXIII	Reopener	40
XXIV	Residency	41
Schedule A	Stationary Engineers Craft Jurisdiction	42
	Ratification	43
Appendix A	Master Contract Settlement Agreement	43

PREAMBLE

This Agreement made and entered into as of the 21st day of April, 2022 by and between the **CITY OF JOLIET**, hereinafter referred to as the Employer, and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399, AFL-CIO**, who represent employees hired by the CITY OF JOLIET covered by this Agreement, hereinafter referred to as the Union, agree as follows.



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ARTICLE I
EMPLOYER/UNION AGREEMENT

The Employer and the Union agree to the following terms of this Agreement.


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ARTICLE II
RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, non-seasonal, permanent employees engaged in the "Stationary Engineers Craft Jurisdiction" listed on Schedule "A".


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ARTICLE III

LABOR MANAGEMENT MEETINGS

- A. The employees shall operate, maintain, and keep in good operating order, all machinery and equipment for which they are responsible. They shall perform all work of the Employer in each building that has traditionally and historically been the work of the engineer, except that they shall not be required to perform major repairs not reasonably expected of an engineer.
- B. All work of the bargaining unit shall be performed by employees in the unit and no such work shall be performed by any other person or be sublet or contracted out, except the major repair work referred to in paragraph A above, and except in a case of an emergency declared by the City Manager.
- C. Employees shall obey all orders of those in authority and conduct themselves in a respectful and gentlemanly manner and they will work in every way to the best interests of their Employer.
- D. **LABOR MANAGEMENT MEETINGS**
1. Optional Quarterly Meetings: At the request of either the City or the Union, quarterly management-labor relations meetings shall be scheduled during the term of this Agreement.
 2. Purpose: The purpose of such meeting(s) shall be to promote and maintain a harmonious and peaceful relationship between the city and the Union. Toward this end, general problems relating to the administration of this Agreement may be discussed. In no event shall individual grievances be presented or entertained.
 3. Representatives: The City shall be represented by the City Manager and/or the appropriate Department Head(s). The Union shall be represented by not more than a total of three (3) representatives.
 4. Agenda: The party requesting such a meeting shall provide an agenda which shall state the subject(s) to be discussed in accordance with subsection 2 of this Agreement. Such agenda shall be submitted at least five (5) working days prior to the requested meeting date. Supplemental but related issues to the agenda may be raised by either party.
 5. Other Meetings: Nothing in this Article shall preclude either party from requesting or agreeing to other meetings between the City and Union representatives, as the parties deem such other meetings to be necessary or desirable.


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6. Time and Location: These meetings shall be held during normal working hours on City premises. If an employee is held over his regular shift due to attending a labor management meeting, or is called in on his day off, the employee shall receive compensatory time computed at straight time rate for the additional time. The compensatory time shall be used within the calendar year.


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ARTICLE IV
EMPLOYMENT ASSISTANCE

The Union, when requested to do so, undertakes to stand ready to furnish the Employer reliable and competent engineers, if available.


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ARTICLE V
MANAGEMENT RIGHTS
CHECK OFF OF UNION DUES

- A. The right to employ, discharge, layoff for lack of work, shall be vested solely in the Employer, but the Union shall have the right, in case of discharge or layoff, to investigate the reasons therefore. Pending the investigation, the employee may, at the discretion of the Employer, continue to work until completion of the investigation. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

The City, as Employer, shall continue to retain and exercise management rights and privileges established and defined by law, except as otherwise provided for in this Agreement.

- B. Except in cases of discharge for intoxication, insubordination, habitual absence or gross negligence, the Employer shall give to the employee ten (10) working days prior written notice for the effective date of discharge, or ten (10) working days prior pay. The day on which notice is given shall be excluded from the ten (10) working days. The employee may resign by giving to the Employer the same notice.
- C. A newly hired employee who has not previously been in the service of the Employer as an Operating Engineer covered by this agreement, shall be considered to be a probationary employee for the first year of his employment, and he shall not have recourse to paragraph B above, or the grievance procedure.
- D. The Union shall indemnify, defend and hold the employer harmless against any claim, demand, suit or any form of liability arising out of or by reason of any actions taken in seeking to comply with this Section.

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of union members.


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Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union.

If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations agreed to by the parties. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

- E. Check Off of Union Dues: The parties agree that the Municipality will check off and withhold the Union dues or employees covered by the Agreement pursuant to Chapter 85, Section 472, Illinois Revised Statutes, where the employee requests such check off in writing. All requests for check off shall be in writing and processed through the President of the Union. Employee requests for cancellation of check off shall also be in writing and also processed through the President of the Union. In the event of the death of an employee, no check off of union dues shall be made from the compensation due the survivors.

Deductions shall not be made by the Municipality for initiation fees, assessments, fines or other obligations between the employee and the Union. Stewards of the Union shall assume the obligations in the subsection.


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ARTICLE VI
COMPENSATION SCHEDULE

A. Annual Base Salary Schedule:

Beginning January 1, 2020 and ending December 31, 2020, each employee covered by this Agreement shall be compensated on an annual basis as follows (2.49% wage increase):

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Operating Engineer	\$88,264	\$92,552	
Assistant Operating Engineer	\$67,052	\$68,559	\$73,723

Beginning January 1, 2021 and ending December 31, 2021, each employee covered by this Agreement shall be compensated on an annual basis as follows (2.00% wage increase):

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Operating Engineer	\$90,029	\$94,403	97,235
Assistant Operating Engineer	\$68,393	\$69,930	\$75,197

Beginning January 1, 2022 and ending December 31, 2022, each employee covered by this Agreement shall be compensated on an annual basis as follows (2.00% wage increase):

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Operating Engineer	\$91,830	\$96,291	99,180
Assistant Operating Engineer	\$69,761	\$71,329	\$76,701



Beginning January 1, 2023 and ending December 31, 2023, each employee covered by this Agreement shall be compensated on an annual basis as follows (2.49% wage increase):

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Operating Engineer	\$94,117	\$98,689	101,650
Assistant Operating Engineer	\$71,498	\$73,105	\$78,611

Beginning January 1, 2024 and ending December 31, 2024, each employee covered by this Agreement shall be compensated on an annual basis as follows (2.00% wage increase):

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Operating Engineer	\$95,999	\$100,662.78	103,683
Assistant Operating Engineer	\$72,928	\$74,567	\$80,183

B. Assistant Operating Engineer Step Increase: Progression through the pay plan steps for the position of Assistant Operating Engineer shall be as follows:

<u>From</u>	<u>To</u>	<u>Months</u>	<u>Action</u>
A	B	12	Merit
B	C	12	Merit

C. From the date of hire for a period of at least one (1) year, the employee shall be compensated at Step A.

D. One (1) year after the date of hire, the employee shall be advanced to Step B pending receipt of a satisfactory performance evaluation by the Chief Operating Engineer.

E. One (1) year after advancing to Step B, the employee shall be advanced to Step C pending receipt of a satisfactory performance evaluation by the Chief Operating Engineer.

F. Twenty-four (24) months after advancing to Step C, the employee shall be automatically advanced to the Operating Engineer's annual base salary rates.

- G. Ninety-Six months (96 months or 8 years) after advancing to the Operating Engineer position Step A, the employee will move to Step B for Operating Engineer.
- H. Effective January 1, 2021, upon fifteen (15) years of service, employee shall move to Step C for Operating Engineer (per the salary schedule herein) and receive a wage increase in the amount of three percent (3%).



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ARTICLE VII
RELIEF ENGINEERS

Relief and extra engineers shall be paid the foregoing annual wages, or appropriate prorated hourly wage at the same rate as engineers who are full-time employees.


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ARTICLE VIII

SENIORITY

1. No Employer who adopts this Agreement shall, during the life of this Agreement, be permitted to reduce the annual wage of any engineer who, on the date of the execution of this Agreement, was receiving the annual wage in excess of those provided in Article VI. Such engineer or engineers shall receive all wage increases provided for in Article VI hereof.
2. In the event an Operating Engineer who stands at watch is called in to work during a shift, other than his own shift, he shall receive a minimum of four (4) hours pay at the applicable rate.
3. Seniority within the classification shall be recognized and applied in cases of choice of vacations, transfers and promotions within the bargaining unit, layoff, call back and the election of jobs and shifts; provided further, that the senior engineer has the ability to perform the job. Where qualifications of two (2) or more engineers are substantially the same, seniority shall be recognized and applied. Seniority cannot be exercised until a vacancy occurs.
4. Chief Operating Engineer Position. The City shall fill this opening by promoting from among the applicants the employee with the longest seniority who is best able to perform the job duties. The City shall consider seniority as a major criterion but must always consider other factors and promote the applicant whose overall ability is best for providing service to the City.
5. The most senior Operating Engineer shall be compensated an additional 5% above their normal base salary rate when performing the duties of Chief Operating Engineer during his/her absence, including supervision of the janitorial staff.



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ARTICLE IX

WORKDAY

A workday shall be eight (8) hours. A work week shall be forty (40) hours of not more than five (5), eight-hour workdays.

If any engineer is required to work beyond his regularly scheduled hours in any day, he shall be paid therefore and shall not be required to take compensatory time off. Work in excess of forty (40) hours in any one work week shall be paid for at one and one-half times the regular hourly rate. The sixth day of work in any work week will be paid for at time and one-half (1.5) and the seventh consecutive day in any work week shall be paid for at double time. Engineers who work less than forty (40) hours in any work week shall be paid at the rate of time and one-half (1.5) for all work performed in excess of eight (8) hours in any one day.

The work week shall begin at 12:01 a.m. on Monday, and end at 12:00 midnight the following Sunday.

Overtime Meal Reimbursement. The City shall reimburse each employee who works overtime the price of a meal, up to a maximum of \$20.00 per meal as specified. The following conditions must exist for the employee to qualify for the meal reimbursement: (i) the employee is called out and works at least two (2) hours immediately preceding the employee's regularly scheduled shift; or (ii) the employee is held over and works at least two (2) hours immediately following the employee's scheduled quitting time and for each additional four (4) hours of overtime worked thereafter; or (iii) when the employee is scheduled to and does work eight (8) hours of overtime on the employee's regularly scheduled day off of work. The employee shall receive one meal reimbursement for the first eight (8) hours worked and an additional reimbursement for each four (4) hours worked thereafter. Meal reimbursement amounts shall be included on the paycheck as a taxable item with no receipts required.



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ARTICLE X
SHIFT HOURS

All watches shall begin between the hours of 6:00 A.M. – 8:00 A.M., 2:00 P.M. – 4:00 P.M., or 10:00 P.M. – 12:00 P.M.


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ARTICLE XI

JURY DUTY

The Employer shall compensate the employee for the difference between his contract pay and the amount received for Jury Duty. This paragraph shall be applicable to Grand Jury service.


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ARTICLE XII

VACATION/COMPENSATORY TIME

Any employee who has been in the service of an Employer for one (1) year shall be given an annual vacation of one (1) week with pay; any employee who has been in the service of an Employer continuously for two (2) years shall be entitled to an annual vacation of two (2) weeks with pay; any employee who has been in the service of an Employer continuously for five (5) years shall be entitled to an annual vacation of three (3) weeks with pay; any employee who has been in the service of an Employer continuously for twelve (12) years shall be entitled to an annual vacation of four (4) weeks with pay; any employee who has been in the service of an Employer continuously for twenty (20) years shall be entitled to an annual vacation of five (5) weeks with pay.

Any employee who has been in the service of an Employer continuously for one (1) year or more, whose employment is terminated for any reason, shall be paid his accrued vacation (unless he has already taken his vacation) and the portion of his next year's vacation which he has earned to date, until his employment terminates. This compensation shall be paid to him at the time he receives his final pay from his Employer.

An additional day's vacation shall be allowed to an employee if his vacation period includes one of the holidays mentioned in Article XIV hereof.

Vacation accruals shall not be affected by a change of ownership of a building so long as the employee continues to be employed in the building.

A week's vacation pay shall be forty (40) hours pay at the employee's regular hourly rate of pay at the time of the employee's vacation. Regularly employed relief engineers shall receive a prorated vacation based upon their respective terms of employment in the building.

Employees may accrue vacation leave up to a maximum of one and one-half (1.5) times the employee's annualized accrual rate; any vacation leave accrued in excess of one and one-half times (1.5) the employee's annualized accrual rate shall be forfeited.

Employees may be allowed to accrue up to two hundred fifty (250) hours of compensatory time with supervisory approval of the Chief Operating Engineer. Accrual of compensatory time is at the City's sole discretion. Compensatory time may be taken (used) with approval of the Department Director or his/her designee.



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ARTICLE XIII
LEAVES OF ABSENCE

SECTION 1 *Maternity Leave*

(a) Female Employees who wish to take Disability Leave as a result of pregnancy may exercise one of the two following options:

- (1) A paid Disability Leave with complete fringe benefits and appropriate deductions made from the Employee's accrued Sick Leave while the Employee is off work; or,
- (2) An unpaid Disability Leave with complete fringe benefits while the Employee is off work.

(b) Before an Employee may exercise either option, the employee must:

- (1) Notify the Human Resources Director two (2) months in advance of the Employee's intent to take Disability Leave.
- (2) Produce a doctor's certificate which indicates the Employee will be unable to perform her duties as of a certain date. The doctor's certificate must include the following information:
 - (a) A statement that the Employee is physically unable to perform her regular duties after a certain date.
 - (b) The expected date of delivery.
 - (c) In the event that the Employee is incapacitated prior to the expected date of disability due to complications arising from the pregnancy, the Employee will be allowed to submit a doctor's certificate after beginning a disability leave of absence.

(c) Six (6) weeks after the birth of the baby, the Employee must be examined by her physician to determine if she is capable of returning to work.

(d) If her physician determines that she is unable to return to work at that time, her Disability Leave may be extended, and she may be required to submit to another examination two (2) weeks later to determine if she is capable of returning to work. She may be required to submit to a physical examination every two weeks thereafter, at the City's option, until she returns to work.

(e) When her physician determines that she is able to return to work, she may exercise one of the three following options:

- (1) Return from Disability Leave to her former position.


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- (2) Begin a Maternity Leave of Absence.
- (3) Begin a personal leave of absence not to exceed four (4) weeks.

(f) Employees wishing to exercise option (e)(2) above, may do so only if the health and safety of the Employee's baby requires the Employee's attention.

(g) Employees who elect to take a Maternity Leave of Absence will cease to receive all fringe benefits.

(h) Employees on Maternity Leave must return to work within three (3) months after the date they are released for work by their doctor. Failure to do so will nullify any right of the Employee to return to the position she held prior to her Disability Leave.

(i) Employees on Maternity Leave must return to work or apply in writing for return to work within twelve (12) months after the date they are released for work by their doctor. Failure to do so will nullify any right of the Employee to return to any vacant position for which the employee might qualify.

SECTION 2 *Family Medical Leave*

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act (FMLA). Leaves may be requested for the birth or adoption of a child or for a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

An eligible Employee is entitled to a maximum of twelve (12) weeks of FMLA leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an Employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (Vacation Leave, Personal leave, and Sick Leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the City notice at least thirty (30) calendar days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave. The City may require Employees requesting a leave to care for a serious health condition to submit medical verification from a health care provider. The Employee may also be required to undergo an examination by an impartial physician. Such examination shall be paid for by the City. Upon return to work, the Employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During FMLA leave, the City will continue to provide medical and dental coverage at the same premium rate as if the Employee was still on active duty. The Employee will be required to maintain individual health and/or dental premiums, if any. Payment of the Employee's premium

shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any Employee whose payment is more than thirty (30) days late.

After FMLA leave, the Employee will be restored to the position he or she held prior to the leave or to an equivalent position with equivalent pay and benefits. An Employee who fails to return from an FMLA leave will be required to reimburse the City for the City's portion of health insurance premiums paid during the leave.

SECTION 3 *Family Death Leave*

A maximum of four (4) duty days leave with pay, dependent on funeral arrangements and travel requirements, will be granted to a full-time Employee in the event of a death in the immediate family, but in no event will such leave be granted for less than three duty days. If such death occurs while an Employee is on vacation, the allotted time shall be added to his/her accrued Vacation Leave. The immediate family will include only (all categories below include 'Step' relations where applicable):

- (a) Spouse, children and spouse of children and foster children;
- (b) Parents of both Employee and spouse;
- (c) Brothers and sisters and brother-in-law and sister-in-law;
- (d) Grandchildren and grandparents of Employee and spouse;
- (e) Foster parents of both Employee and spouse.

Time off will be granted to full-time Employees for the funeral services of aunts and uncles of Employees and spouse for a period of four (4) hours with pay, providing however, that such time off will not cause overtime or significantly reduce the operating efficiency of the affected department or division.

ARTICLE XIV
EDUCATION

The City shall reimburse employees for the expenses of books and tuition incurred as the result of voluntary participation and successful completion of additional training, coursework, seminars and schooling, relative to the Facilities Maintenance Profession provided that:


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- (1) The course work is directly related to the employee's professional development, in pursuit of current duties or those pertaining to the employee's normal career advancement, as determined by management.
- (2) The course work is approved in advance by all the employee's supervisors and the City Manager.
- (3) The employee maintains a minimum evaluation of "average" or its equivalent in each course for which related reimbursement is sought.
- (4) The reimbursable expenses incurred are properly documented by voucher, and in excess of any and all other payments for such assistance for which the employee is eligible, e.g. Federal and state veteran's benefits, etc.
- (5) Application for reimbursement is made within thirty (30) calendar days of satisfactorily completing the course work as outlined above.

An employee who begins employment with the City as an Assistant Operating Engineer Step 1, shall be eligible to advance to Operating Engineer Step 1 after one year of probation from the date of hire and upon receipt of Chicago Stationary Engineers License.

ARTICLE XV

TRAINEES

SECTION 1. JURISDICTION

This Agreement has been entered into for the purpose of recording agreement on wages, hours, and other terms and conditions of employment of Engineer Trainees (hereinafter often referred to as "Trainees") employed in work within the traditional and historical work jurisdiction of the engineers under direction of Engineers, Assistant Chief Engineers and Chief Engineers and shall not be required to work a shift alone.

SECTION 2. EMPLOYMENT, TRAINING PERIOD AND PROBATIONARY PERIOD

A. The number of Trainees who may be employed shall be determined by agreement between the Union and the Employer. The Employer shall give advance written notice to the Union of its intent to engage Trainees.

B. The Employer will obtain the Union's consent to each individual hired as a new Trainee and the Union agrees that its consent will not be unreasonably withheld. In the event of a layoff or cut back in the number of employees in the bargaining unit, Trainee(s) will be eliminated first.



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C. The Engineer Trainee Program is designed to train persons so that they qualify to become Engineers. Ordinarily, three (3) years training is required for qualification, but, in particular cases where the earlier full qualification of a Trainee is agreed to by the Union and the Employer, a shorter training period may be deemed sufficient. Each person who enters the Trainee Program shall attend the Local 399 school at their own expense for the full three (3) year period. Upon written request from the Employer, the Union shall provide the Employer with written verification of the Trainee's progress in and completion of such schooling.

D. Each Trainee shall be a probationary employee for the first four (4) months of his employment as a Trainee. During the probationary period, he may be discharged, laid off, or otherwise terminated without regard to the usual requirement of just cause, or resort to the grievance procedure applicable to Trainees upon completion of the four (4) month probationary period.

SECTION 4. WAGE RATES

The starting rate and job wage rates of trainees shall be:

First 12 months of service	\$16.00
Second 12 months of service	\$17.00
Third 12 months of service	\$18.00
Fourth 12 months of service	\$19.50

The City of Joliet shall provide group health insurance for each eligible trainee, but not their dependents in accordance with the Plan Document #P06574. To be eligible for this benefit the employee must have worked at least 1,012 hours prior to enrollment (average 20 hours per week for 3 months).

ARTICLE XVI

POLITICAL EDUCATION FUND

Effective January 1, 2023 and all subsequent years of this agreement the City shall deduct a minimum of ten dollars (\$10.00) per month from employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions are for the Local 399, International Union of Operating Engineers Political Education Fund (Local 399 IUOE PEF) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the Employer. Payments will be made either by a separate check payable to Local 399 IUOE PEF or via wire transfer at the City's option. It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE PEF has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the City for the costs of such administration. The Union will indemnify and hold the City harmless against any claims or liability incurred by reason of such deductions.


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ARTICLE XVII

JOB DUTIES

- A. The Operating Engineer shall be responsible to the Employer for the safe, economical operation of the plant and for all the men under him in the engineering department.

The Chief Operating Engineer shall be recognized by this Collective Bargaining Agreement and all subsequent years. This individual will be responsible for all work performed by other Operating Engineers, custodial staff, laborers and subordinates, as it relates to facility maintenance and operation under their command. This shall include assignment of jobs, hours of work, direction, approval of time off, hiring, discipline and termination. The individual designated as Chief Operating Engineer shall be compensated at a rate of 5% above the appropriate step for years of service outlined in Article VI of this Agreement.

- B. If in the opinion of the Union, an inequity in wages exists, the Union Representatives shall have the right to notify the Employer and request negotiations to adjust the differential in wages. A meeting shall be arranged for this purpose within seven (7) days after receipt of request. This clause shall not be subject to grievance or arbitration procedure.



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ARTICLE XVIII

HOLIDAYS

The following days, or the days on which they are legally observed, shall be observed as holidays:

New Year's Day
President's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Election Day – Even Years
Employee's Birthday

All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above when no work is performed on those days. If an employee is required to work on any of the above-mentioned holidays, he shall be paid three (3.0) times his rate of pay for all hours worked. If an employee is scheduled to work on a holiday and fails to report to work, he shall receive only eight (8) hours pay. If an employee is not scheduled to work and is called to work, the provisions of Article VIII, Section B, shall be applied as follows: four (4) hours of work or less, shall receive his holiday credit of eight hours, plus two and one-half (2.5) times for all hours worked with a guarantee of eight hours holiday credit. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over 40 hours) with the exception of the engineer who receives eight (8) hours of pay for a holiday which occurs on one of his regular days off. Regularly employed relief engineers shall receive the holidays which fall within their respective terms of employment in the building.

The employees whose shift falls partly within and partly without the holiday (12:01 A.M. – 12:00 P.M.) shall receive holiday pay if a majority of the hours of his shift falls within the holiday.

If any other bargaining or non-bargaining units receive an additional Holiday it will be added to the list of agreed upon Holidays with pay at the employee's regular rate of pay.


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ARTICLE XIX
VOLUNTARY IMRF AND PENSION FUND

VOLUNTARY IMRF REIMBURSEMENT & PENSION FUND:

Employees may contribute additional monies toward IMRF per Section 7-173 of the Pension Code (40 ILCS 5/7-173).

Employees may voluntarily participate in this program by notifying the Human Resources Department via written request. Employees may withhold an additional percent per pay period (up to 10%) which is placed in the Employee's Illinois Municipal Retirement Fund (IMRF) account, to increase pension benefits. Each December, the City shall reimburse participating employees for the additional amount withheld from the employee for the preceding twelve (12) months (up to a maximum of \$585.52).

ARTICLE XX

GROUP INSURANCE PROGRAM

- a. Healthcare shall remain status quo for all Employees, Retirees, Retiree spouses and family coverage under the current Group Health Insurance Benefits Plan and shall remain unchanged through December 31, 2030 and shall be a permissive subject of bargaining until December 31, 2030. Therefore, the City understands that if it should request bargaining prior to December 31, 2030, and the Union declines to discuss this Article, the City shall not be entitled to any further rights to seek modification of this Article.
- b. The only exception to Paragraph a. above is that if the Cadillac Tax (a/k/a excise tax) under the Affordable Care Act, as amended, is imposed, the labor agreements shall be reopened in 2025 if the City is penalized under such tax. All parties agree that only the financial consequences of the tax will be addressed.

SECTION 1 *General*

(a) All parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

(b) Should Employees complain that their work for the City requires an Employee to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be adjusted immediately by the City Manager or his designated representative(s). If the matter is not adjusted satisfactorily, the complaint may be processed according to the grievance procedure of this Agreement.

(c) The parties in this Agreement shall establish a Joint Safety Committee, consisting of representatives of Local 399 and representatives of the City, for purposes of promulgating a written safety code. All parties agree to enforce such a code.


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SECTION 2 *Health Benefit Plan for Active Full-Time Employees*

(a) *Group Health Insurance Benefits*

(1) *Benefits*

The City shall provide group health insurance benefits for each active, permanent, full-time Employee covered by this Agreement, and their dependents, in accordance with the Plan Document (“Plan”) Plan # P06574 on file in the Office of the City Clerk, except as may be otherwise expressly set forth herein.

A summary of the key health insurance benefits to be provided by the City to eligible Employees is as follows:

<u>SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Individual Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Family Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Individual Deductible Participating Provider Non-Participating	\$250 per benefit period (effective 1/1/2010) \$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010) \$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	\$1,000 per benefit period \$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	\$3,000 per benefit period \$9,000 per benefit period

<u>Hospital Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Outpatient Covered Services Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge
<u>Physician Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Surgical Covered Services Participating Provider	100% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Medical Covered Services Participating Provider	80% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance
<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<i>Home Delivery Prescription Drug Program (90 day supply)</i>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription
<u>Dental Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Deductible	\$25 per benefit period
Preventative Services	100% of the Usual and Customary (U&C) Fee
Primary Services	100% of the U&C Fee
Major Services	50% of the U&C Fee
Benefit Period Maximum	\$1,000
Orthodontic Services	50% of the U&C Fee
Orthodontics Lifetime Maximum	\$1,000
Passive PPO Plan	Same benefits and limits as above



(2) Working Spouses and Dependents of Active Full-Time Employees

(a) Primary Coverage Limited

In the event the spouse or a dependent of an active Employee enrolled in the City's group health insurance plan is employed on a non-part-time basis (defined 36 hours or more per week on average), and the spouse or dependent is eligible for health insurance provided by his or her employer, then the spouse or dependent shall not be insured by the City on a primary basis. Coverage by the City on a secondary basis shall be available, provided the spouse or dependent has enrolled with his or her employer for primary coverage, the spouse or dependent is properly enrolled in the City's Plan and all applicable premiums and copayments are paid as required.

(b) Waiver/Premium Credit

In the event the employer of the Employee's spouse or dependent offers health insurance benefits, but does not offer individual coverage to the spouse or dependent on a primary basis for a premium totaling \$1,300 or less per year, then, at the option of the City, the City may elect to either waive the limitation on primary coverage set forth herein or provide the active Employee with a credit against premiums due the City in the amount that the third party employer premiums exceed \$1,300 per year. The City may make or modify this election during each annual open enrollment period or at the time the City is informed by the employee that the Employee's spouse or dependent has become eligible for employer-provided health insurance as provided below.

(c) Duty of Employee to Notify City of Status of Spouse or Dependent

The City shall provide an annual open enrollment process in which the Employee shall be required to provide sufficient information to the City to establish the proper status of a spouse or dependent in order to determine eligibility for benefits and appropriate premiums and copayments under this Section. In addition, Employees shall notify the City of a spouse or dependent becoming eligible for employer-provided health insurance within thirty (30) days of such eligibility. The City shall also permit mid-year changes in enrollment status of spouses and dependents due to changes in employment status.

An Employee's failure to timely notify the City of a change in the status of a spouse or dependent, or to provide complete and accurate information required by the City pursuant to this Section may constitute just cause for discipline and for the denial or limitation of benefits and for the reimbursement of benefits improperly paid.

(d) Coordination of Benefits-Dependent Children of Parents not Separated or Divorced or of Divorced Parents Having Joint Custody

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent whose birthday falls earlier in the year shall


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provide primary coverage for the dependent child. If both parents have the same birthday, then the plan that has provided coverage longer shall provide primary coverage.

(e) Coordination of Benefits-Dependent Children of Divorced or Separated Parents

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent with custody of the child shall provide primary coverage and the plan of the spouse of the parent having custody shall provide secondary coverage. The plan of the parent not having custody of the child shall provide the next level of coverage.

The foregoing notwithstanding, if an order or decree issued by a court of competent jurisdiction provides a different method of coordination of benefits, then such method shall govern and control upon proper notification to the affected plans.

(3) Election to Opt Out of Plan

An active full-time Employee may opt out of the City's group health insurance plan at any time upon the submittal of written notice to the Department of Human Resources, or as the City Manager may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice.

An active full-time Employee that opts out shall not be required to pay the required premium for the City's group health insurance plan. In addition, an active full-time employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for Employees having individual coverage shall be \$100 per pay period. The amount of the Opt Out Incentive for Employees having family coverage shall be \$200 per pay period. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, Holiday Pay, Sick Leave or Vacation Leave buyouts. The City may withhold income taxes from the Opt Out Incentive.

An Employee who elects to opt out shall not be eligible for City group health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the Employee. In order to rescind an election to opt out, the Employee must file a written notice with the Department of Human Resources that the Employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the City Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.


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Employees having spouses or dependents that are also employed by the City, or that are enrolled on the City's Plan in their own right as retirees or disabled persons, are not eligible for the Opt Out Incentive. Employees having spouses or dependents that are also employed by the City shall be required to pay the monthly premium on an individual or family basis as the Employee may designate.

(b) Group Term Life Insurance Benefits for Active Full Time Employees

Effective upon the execution of the Agreement, new bargaining unit employees shall be eligible for a \$50,000 life insurance death benefit instead of the current \$10,000 death benefit. However, the benefit shall only be available to active members of the bargaining unit and shall terminate in its entirety if the new employee thereafter retires, resigns, is terminated or no longer holds a position covered by this Agreement for any reason other than death. Current bargaining unit members shall be required to make a one-time permanent election of either the existing \$10,000 benefit or the replacement \$50,000 benefit as a part of open enrollment to be held in 2014 or as otherwise agreed. The one-time election shall take effect January 1, 2015.

(c) Group Long Term Disability Benefits for Active Full Time Employees

In addition, the City shall provide, at no charge to the active, full-time Employee, group long term disability insurance for each active full-time Employee.

SECTION 3 Health Benefit Plan for Separating Full-Time Employees (Retirees)

The City shall allow each separating full-time Employee who at the time of separation has a minimum of eight (8) years of service as a full time City of Joliet employee and is at least fifty-five (55) years of age to continue to receive the following group insurance benefits.

<u>SUMMARY OF HEALTH INSURANCE BENEFITS FOR SEPARATING FULL-TIME EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Premium	\$0-\$59.10 for the separating employee based on years of service, \$118.20 per month for a spouse under 65, \$59.10 per month for a spouse over 65 (on Medicare) and \$217.68 per month for family coverage
Individual Deductible Participating Provider Non-Participating	\$250 per benefit period (effective 1/1/2010) \$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010) \$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document)	
Participating Provider	\$1,000 per benefit period

Non-Participating	\$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document)	
Participating Provider	\$3,000 per benefit period
Non-Participating	\$9,000 per benefit period
<u>Hospital Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Outpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

<u>Physician Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Surgical Covered Services	
Participating Provider	100% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Medical Covered Services	
Participating Provider	80% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance
<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<i>Home Delivery Prescription Drug Program (90-day supply)</i>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

The City shall bear the costs of the allowed benefits, i.e., pay the monthly premium charges, for the separating Employee based on the following table. The separating Employee shall bear the costs of these benefits, i.e., pay the monthly premium charges for eligible dependents.

<u>RETIREMENT TAKEN AFTER JUNE 29, 1990</u>	
Service Credits	City Pays
20 years or more	100%
15 years through 19 years	75%



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12 years through 14 years	65%
8 years through 11 years	50%

The parties acknowledge that there currently is pending in the Illinois Appellate Court a case docketed as No. 3-11-0865. This case involves a claim brought by four individual retirees which asserts that the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, as originally implemented on January 1, 2010, violate their rights under Article XIII, Section 5 of the Illinois Constitution. The City and the Union agree that under the terms of this Agreement, and all predecessor collective bargaining agreements, the City is authorized to require the payment of a premium for retiree dependent coverage based on the full cost of such coverage. The parties further acknowledge that under the terms of this Agreement that the City has agreed to not fully exercise this authority as to those retirees that pay the annual deductible, prescription drug co-payments and certain other retiree obligations required by this Section. Therefore, in the event one or more of the plaintiffs in said case, or any other retiree, does not pay the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, then, as to such persons only, the City may fully exercise its contractual authority and may increase the premium charged for coverage of the dependents of the retirees in an amount not to exceed, in total, the full cost of such coverage. The City agrees to defend and indemnify the Union from any claim asserted against the Union by one or more of the Plaintiffs in the aforesaid Case No 3-11-0865 related to the statements and the agreements made by the Union in this sub-paragraph.

SECTION 4 *Health Benefit Plan for Disabled Full-Time Employees*

(a) *Permanent Partial Disability*

The City shall allow each former Employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former Employee held at the time of separation, to continue to receive the following group insurance benefits.

- (1) Hospital Benefits, Physician Benefits, and Prescription Drug Program Benefits, including eligible dependents. The City shall bear the cost of these benefits for the permanent partially disabled Employee. The permanent partially disabled Employee shall bear the cost of these benefits, i.e., pay the monthly premium charges, for eligible dependents.
- (2) Group Term Life Insurance in the amount of \$50,000 at the City's expense. Coverage shall terminate upon the Employee's return to duty or until IMRF converts the Employee to a regular pension. Grandfathered Employees who previously (prior to January 1, 2015) selected a \$10,000 death benefit will continue to receive this benefit.

(b) *Permanent Total Disability*

The City shall allow each former Employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to work in any occupation for which the employee may qualify, to continue to receive the following group insurance benefits


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terminate until the Employee's return to duty or until IMRF converts the Employee to a regular pension.

- (1) Hospital Benefits, Physician Benefits and Prescription Drug Program Benefits, including eligible dependents.
- (2) Dental Benefits including eligible dependents.
- (3) Group Term Life Insurance in the amount of \$50,000 at the City's expense. Coverage shall not terminate until IMRF converts the Employee to a regular pension. Grandfathered Employees who previously (prior to January 1, 2015) selected a \$10,000 death benefit will continue to receive this benefit.

The City shall bear the cost of these benefits for the permanent totally disabled Employee and the employee's eligible dependents.

SECTION 5 *Health Benefit Plan for Surviving Spouse*

The City shall allow a surviving spouse and eligible dependents of a deceased Employee, either active or retired at the time of death, to maintain group health insurance benefits, provided these individuals pay the monthly premium charge for this coverage to the City. This coverage shall cease upon remarriage of the Employee's spouse.

SECTION 6 *Health Benefit Plan for Employees on Layoff Status*

The City shall allow each former Employee who is on lay off status and the Employee's eligible dependents to continue to receive group health insurance benefits for a period of time not to exceed eighteen (18) months after the commencement of the layoff provided that the Employee pays the monthly premium charges for these benefits.

SECTION 7 *Plan Coverage*

Payment of any and all benefits described in this Article shall be made solely in accordance with and subject to the terms, conditions and provision of the Plan Documents (Employee Benefit Plan No. P06574) on file in the Office of the City Clerk. Each covered Employee shall receive a booklet describing the coverages provided under the plans.

SECTION 8 *Tetanus shots*

Tetanus shots shall be provided by the City to those Employees on a voluntary basis, to those who request them.

SECTION 9 *Health Care Committee*

The Union shall designate one (1) of its members to represent it on the Joint Health Care Review Committee, consisting of one (1) representative from each bargaining unit and designated members from the City Administration. This Committee shall meet at least monthly during the


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term of this contract, in order to determine and establish the most cost beneficial health care program to both the City and its employees.

SECTION 10 Other Benefits

(a) Wellness Benefit

Each full-time Employee and dependents are eligible to receive reimbursement up to a maximum of \$200.00 per calendar year for treatment or services rendered for eye care, or the \$200.00 reimbursement may be used by the Employee for the purpose of participating in a physical fitness program at an accredited college, health club or public gymnasium. However, the allowance of \$200.00 for an Annual Routine Physical Examination, provided under the City's Health Benefit; Plan, shall be forfeited if the Employee uses the \$200.00 allowance for eye care or a qualifying physical fitness program.

(b) Supplemental Vision Benefit

In addition to any other benefit provide under this Agreement, each Employee and their dependents shall be eligible for a group vision care benefit with an annual benefit limit of \$150.00 per benefit period for the purchase of prescription vision care products and professional vision care services, including, but not limited to, eye examinations by a licensed ophthalmologist or optician, prescription eyeglasses, prescription contact lens and vision correction or enhancement surgery by a medical doctor.

ARTICLE XXI

NO STRIKE

During the term of this Agreement, there shall be no strikes, lockouts, or picketing. Refusal of an employee to cross a primary picket line shall not be grounds for discharge or disciplinary action.


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ARTICLE XXII

UNIFORMS

The Employee shall purchase and wear a uniform approved by the City. The uniform shall be of uniform color and type. The uniform shall be a shirt and pants. Employees shall be responsible for supplying their own uniforms, boots, Carhardt and coveralls, ~~safety shoes~~ and other approved apparel. T-shirts, Shorts or cut-offs shall not be permitted. However, T-shirts approved by the City similar to those worn by employees in the Street Division of the Department of Public Works and Utilities may be purchased by employees from the City if the employees choose to do so.

At the beginning of each calendar year, employees shall receive a stipend in the amount of one hundred fifty dollars (\$150.00) to cover the cost of the uniform.

Name tags shall be furnished by the Employer.


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CITY

ARTICLE XXIII

SICK LEAVE

All full-time Employees of this bargaining unit shall receive ten (10) hours with pay per month of continuous service credited to his sick leave accumulated record. Effective January 1, 2022, once a member of this bargaining unit earns 600 hours or more accumulated sick leave, they shall receive twelve (12) hours with pay per month of continuous service credited to their sick leave accumulated record. An Employee who is disabled or ill shall be entitled to deplete his or her entire accrued Sick Leave prior to being required by the City to apply for disability pension or to be separated from the City's employment. Employee's accumulated sick time will be capped at two thousand four hundred and twenty-six (2,426) hours.

Employees shall receive forty percent (40%) of any accumulated but unused sick leave credit up to a maximum of 1012 hours when:

1. The employee has retired, with at least eight (8) years of service and is at least fifty-five (55) years of age.
2. If the employee is terminated without cause (Article V, Section B); discharged for intoxication, insubordination, habitual absence or gross negligence is cause for termination.
3. In the event of the employee's death, the payment is to be made to their heir or estate.

The amount of payment for all unused Sick Leave is to be calculated at the employee's present rate of pay, established by this contract. An employee may choose to receive this compensation up to six (6) months prior to their retirement separation with the City. In order to receive payment of this benefit prior to separation, the employee must submit an irrevocable letter of resignation to the City. This benefit also applies to the payout of vacation and compensatory time subject to the same conditions as shown above. In the event an employee, who has chosen to retire and chooses to be compensated for the benefits as described above, has a hardship case and requests to rescind his/her retirement/resignation letter, the City of Joliet has the sole discretion as to whether or not to allow such employee to rescind their letter of retirement/resignation. In the case where the City of Joliet allows the employee not to retire, the employee will be required to re-pay the City of Joliet the entire amount of compensation that was advanced to them under this section, and repayment of such monies will be made by the employee in a manner to be determined by the City of Joliet. Repayment may be required in a like manner and time as the employee received the benefits.



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CITY

ARTICLE XXIV

GRIEVANCE AND ARBITRATION PROCEDURES

A. Definition: Any grievance or dispute which may arise between the parties, regarding the application, meaning, or interpretation of the terms of this Agreement, shall be settled in the following manner:

B. Sequence:

Step 1. The Employee shall take up the grievance(s) or dispute(s) with the Chief Operating Engineer, within ten (10) days of the occurrence which gave rise to the grievance(s). The Chief Operating Engineer shall reply to the grievance(s) by the end of five (5) working days after the grievance(s) is (are) presented.

Step 2. If the grievance(s) is (are) not resolved in Step 1, or an answer is not given within the time specified, the grievance(s) shall be presented in writing by the employee to the Superintendent and/or Director of the Department within five (5) working days after the Chief Operating Engineer's Step 1 response, or the day such reply was due, whichever occurs first, excluding holidays and the Chief Engineer's and employee's days off. Within seven (7) days after having received the grievance(s), the Superintendent and/or the Director of the Department shall respond to the Employee in writing.

Step 3. If the grievance(s) remain(s) unadjusted, the Employee may, within five (5) working days following receipt of the written response from the Superintendent and/or the Director of the Department, file a written request to meet with the City Manager. The City Manager shall schedule a meeting within five (5) working days upon receipt of the Union's request to meet. At this meeting, the Union shall, if necessary, have legal counsel, State or International Representation, and the employee(s) filing the grievance(s). The City Manager shall, if he/she desires, have legal counsel and/or the supervisory personnel that are involved in the dispute(s), and all previous written grievances, documents, and dispositions of previous meetings. Within ten (10) working days after such meeting is held, the City Manager shall answer the grievance(s) in writing to the Union Steward or the Union Grievance Committee.

Step 4. If the grievance(s) remain(s) unadjusted, the Union may within thirty (30) business days from the receipt(s) or statement(s) of the city's position(s) following the Step 3 meeting, file a written notice requesting binding arbitration between the Union and the City of Joliet, Illinois. Representatives of the Union shall contact the City to attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) working days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by joint letter from the City and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the City and Union representatives and shall be notified of the issue where mutually agreed by the parties. No arbitrator shall


UNION


CITY

have authority to add to, subtract from, or change any of the terms of the Agreement. The decision of the arbitrator in all cases shall be final and binding on all parties.

C. Expenses of Arbitration

1. Meetings involved in the grievance procedure shall be held on City premises during working hours and without loss of pay, providing it does not cause overtime to be paid or call back of personnel to be involved.
2. The fees and expenses of the arbitrator shall be shared equally by the City and the Union.
3. Each party shall be responsible for compensating its own representatives and witnesses, as well as the costs of transcripts and related expenses incurred as the result of its own request.

D. Time Limit for Filing

1. No grievance shall be entertained or processed unless it is submitted within the time frames outlines herein.
2. If a grievance is not processed by the Union, within the time limits, it shall be considered withdrawn without precedent or prejudice.
3. If the grievance is not answered by the Employer within the time limits, it shall be considered denied and will automatically go to the next step.
4. The Union may withdraw a grievance at any step without precedent or prejudice.
5. The time limits at each step may be extended by mutual agreement of the parties and shall be in writing.

E. Representatives at Grievance Meetings

The Union shall not be represented by any more than two (2) representatives, who are City employees, in meetings held in accordance with Step 1 through Step 2; and no more than three (3) representatives who are City employees, in meetings held in accordance with Steps 3 through 5. This will not limit the number of representatives the Union may have in attendance, who are not City employees. Necessary Union officials and employees directly involved in the grievance(s) being arbitrated shall be excused from duty.



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CITY

F. Business Days Defined

For the purposes of this Article only, business days shall refer to weekdays (Monday through Friday) exclusive of any days for which participants to a particular Step of this procedure shall be on and excused absence, including holidays, scheduled days off, vacations, illness or incapacitation, or official business away from the City.



ARTICLE XXV
TERM AND EFFECT

SECTION 1: This Agreement shall be effective as of January 1, 2020, and shall remain in full force and effect until December 31, 2024. It shall take precedence in form and substance over any and all previous Agreements, either oral and/or written. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to December 31, 2024, that it desires to modify this Agreement. In the event that such a notice is given, negotiations shall begin no later than thirty (30) days prior to December 31, 2024. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

SECTION 2: Should any Article, Section or portion thereof of this Agreement be held unlawful or unenforceable by any last court of competent jurisdiction, such decision by the court shall apply only to the specified Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.


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ARTICLE XXVI

REOPENER

If any group of employees in calendar year 2020 receive a general increase of more than 2.49%, and/or any additional paid time off is granted without an equivalent reduction in other benefits, the Union shall be entitled to reopen negotiations concerning the issue which triggered the re-opener. If any group of employees in calendar year 2021 receive a general increase of more than 2.0%, and/or any additional paid time off is granted without an equivalent reduction in other benefits, the Union shall be entitled to reopen negotiations concerning the issue which triggered the re-opener. If any group of employees in calendar year 2022 receive a general increase of more than 2.0%, and/or any additional paid time off is granted without an equivalent reduction in other benefits, the Union shall be entitled to reopen negotiations concerning the issue which triggered the re-opener. If any group of employees in calendar year 2023 receive a general increase of more than 2.49 percent and/or any additional paid time off is granted without an equivalent reduction in other benefits, the Union shall be entitled to reopen negotiations concerning the issue which triggered the re-opener. If any group of employees in calendar year 2024 receive a general increase of more than two percent (2%), and/or any additional paid time off is granted without an equivalent reduction in other benefits, the Union shall be entitled to reopen negotiations concerning the issue which triggered the re-opener. Any terms granted as a result of an interest arbitration award shall not trigger re-opener negotiations under any circumstances.


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ARTICLE XXVII

RESIDENCY

All persons hired on or after ratification of this agreement shall, as a term and condition of employment, reside within the corporate limits of the City of Joliet (City Limits) within eighteen (18) months of initial employment and shall remain in the city until their 20th anniversary. Any employee who attains their 20-year anniversary date of employment with the City shall not thereafter be required to reside within the City Limits.

All existing employees hired prior to ratification of this agreement shall be excluded from this residency agreement. As previously agreed by the parties, residency within the corporate limits of the City of Joliet shall not be required by City employees covered by this agreement.

The foregoing residency requirements shall not be subject to renegotiations prior to December 31, 2030.


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SCHEDULE A
STATIONARY ENGINEERS CRAFT JURISDICTION

All persons engaged in supervising, controlling, operating, or assisting in operating, all heating equipment (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air conditioning units and plants, fans, siphons, bridges, (including turntable, jackknife, and span-fit type), also automatic and power oiling pumps and any and all automatic and power driven machines and engines (including all appurtenances) used on mechanically operated steam boilers, and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of the motive power), and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines; the supervision of all mechanical operation and any and all appurtenances connected with and used in power and plant operation in all commercial and industrial activity, including railroads, utilities, hydroelectric and municipal power plants, and any and all power driven engines or units connected with and operating water, filtration and chlorine plants, garbage and sewage disposal plants, breweries, distilleries, canneries, reduction plants, legitimate and motion picture theatres, ice and cold storage plants, coal yards, dairies, creameries, and other dairy products plants, office and municipal buildings, schools, hotels, motels, apartment hotels, and apartment houses, hospitals, department stores, laundries, metal and other junk yards, and junk segregating plants, oil drilling, refining and producing plants, (including control of pressure and temperature of gases, liquids and otherwise), and pipe line pumping and boosting stations; the operation of valves, gates, locks and all machinery on dams or spillways; and bakeries, paper and pulp mills, newsprint plants, shipbuilding and ship repair yards, and any and all other industries and manufacturing plants, operating machines and engines and other appurtenances (irrespective of motive power); all persons engaged in supervising, controlling, operating or assisting in operating, maintaining and assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion, and its products, such as radioactive isotopes and cryogenic equipment, materials and processing; all persons engaged in other capacities other than operating capacities in the aforementioned plants, industries, services and/or institution.

The following counties are in the territorial jurisdiction of Local 399.

Cook	Winnebago	LaSalle
Du Page	Boone	Kendall
Kane	Carroll	Grundy
McHenry	Champaign	Putnam
Will	DeKalb	Livingston
Jo Davies	Whiteside	Kankakee
Stephenson	Lee	Iroquois
Lake	Ogle	Ford

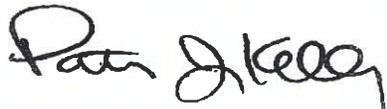


RATIFICATION

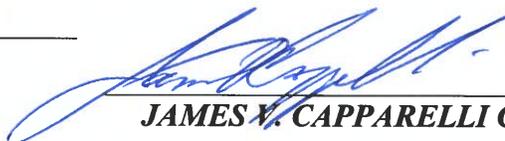
Ratified this 21st day of April, 2022

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 339,
AFL-CIO**

**CITY OF JOLIET, A MUNICIPAL
CORPORATION**



Patrick J. Kelly
President & Business Manager
Business Representative



JAMES V. CAPPARELLI *City Manager*

Attest: 

BRENT FRASER *Chief Operating Engineer*

Attest: Christa M. Desiderio

Appendix A

Insert Copy of Signed Master Settlement Agreement Here


UNION

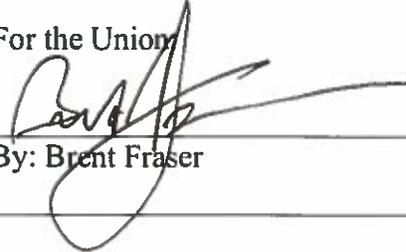

CITY

MEMORANDUM OF UNDERSTANDING

The International Union of Operating Engineers Local 399 and the City of Joliet hereby enter into the following Memorandum of Understanding for purposes of clarifying the meaning and intent of Article XXVI in the parties' 2020-24 collective bargaining agreement.

- Article XXVI provides for a wage reopener when any group of City employees receives an across-the-board wage increase of more than 2.49 percent in calendar year 2020, more than 2.0 percent in calendar year 2021, more than 2.0 percent in calendar year 2022, more than 2.49 percent in calendar year 2023 and more than 2.0 percent in calendar year 2024.
- The parties intend “[A]ny group of employees” to mean only those employees who belong to a unionized collective bargaining unit and who receive an across-the-board percentage wage increase that applies to all employees in that particular unit.

For the Union


By: Brent Fraser

Date

4/22/22

For the City:


By: James Capparelli

Date

4-29-22