

AGREEMENT

BETWEEN

**THE CITY OF NAPERVILLE
(Department of Public Works)**

And

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 150**

January 1, 2022 through December 31, 2026

PREAMBLE

This Agreement entered into by the City of Naperville, Illinois (hereinafter referred to as the "City", or the "Employer") and the International Union of Operating Engineers Local #150 (hereinafter referred to as the "Union"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree, as follows:

AGREEMENT

This Agreement has been made and entered into by and between the CITY OF NAPERVILLE (hereinafter referred to as the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION (hereinafter referred to as the "Union"), on behalf of certain employees described in Article 1.

ARTICLE 1

RECOGNITION

SECTION 1.1 **Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit within the Department of Public Works, as certified by the Illinois Labor Relations Board:

Employees within the City of Naperville Department of Public Works in the following job classification:

**EQUIPMENT OPERATOR
TOOL ROOM ATTENDANT**

Excluding all other employees of the City of Naperville.

SECTION 1.2 The City may establish, modify or eliminate job classifications and the requirements of those classifications provided that the City shall not do so and/or replace it with a new classification performing the same work as the existing classification for the purpose of lowering wage rates for the same work or reducing regular hours worked of bargaining unit employees. In the event the City establishes any new classifications pertaining to work of a nature performed by employees within the bargaining unit as established in Section 1, it shall provide the Union with at least fifteen (15) calendar days' notice prior to the time the new classification will be implemented, together with notice of the proposed salary rate. If the new classification is a successor to a classification included in the bargaining unit or if the new classification will perform a significant amount of work currently being performed by a classification in the bargaining unit, the new classification shall be accreted to the bargaining unit and the parties shall file an appropriate petition for the accretion with the Illinois Labor Relations Board. The Union may notify the City within seven (7) calendar days of a desire to meet for the purposes of negotiating the proposed salary rate for the new classification. If the parties are unable to agree on a salary rate, the City may temporarily assign a proposed rate while the Union grieves the issue of the proposed wage rate only, pursuant to the Grievance Procedure commencing at Step III of this Agreement.

ARTICLE 2

NON-DISCRIMINATION

SECTION 2.1 **Prohibition Against Discrimination**

In the application and implementation of the terms of this Agreement, the Employer and the Union agree that neither will discriminate against any employee on the basis of their rights as defined under the Illinois Labor Relations Act.

SECTION 2.2 **Gender [TA 5/24/2022]**

The use of a neutral pronoun in this document is understood to be for clerical convenience only, and it is further understood that a neutral pronoun includes all gender identifications.

ARTICLE 3

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the Employer retains all traditional rights through its Manager and Manager's agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the Employer and its various Departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into, pursuant to this Agreement; to plan, direct, control and determine all the operations and services of the Employer and its various Departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment, determine the number of employees, and to employ employees; to schedule and assign work; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to establish dress and appearance standards; and to determine the duties, responsibilities and work assignments of any position or job classification; to establish reasonable performance standards; to assign merit raises; to take any and all actions as may be necessary to carry out the mission of the City and the Department in the event of civil emergency as may be declared by the Mayor or an authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes); to take any and all actions as may be necessary to carry out the mission of the Employer. Inherent managerial functions, prerogatives and policy-making rights which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein. Provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. However, all grievances arising under the terms of this contract shall be processed through the grievance procedure set forth in Article 5 of this Agreement and bargaining unit employees are specifically excluded from use of the grievance procedure contained in the City of Naperville's Employee Policy Manual. All personnel matters not specified in this Agreement shall be subject to the provisions of the City of Naperville Employee Policy Manual to the extent that it is not inconsistent with this Agreement.

ARTICLE 4

NO STRIKE/NO LOCKOUT

SECTION 4.1 **No Strike/Slowdown**

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of Employer shall instigate, promote, sponsor, engage in or condone any strike, including sympathy strikes, slowdown, concerted stoppage of work, concerted refusal to work overtime, picketing, or any other intentional interruption or disruption of the operation of the City, regardless of the reasons of doing so.

Any or all of the employees who violate any of the provisions of this Article may be subject to discipline or discharge based upon the circumstances by the City. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

SECTION 4.2 **No Lockout**

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

SECTION 4.3 **Penalty**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 above is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it precedent.

SECTION 4.4 **Judicial Restraint**

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 Grievance and Business Days Defined

A grievance is defined as any meritorious difference, complaint or dispute, including disciplinary action of an employee, between the Employer and the Union or any employee regarding the application, meaning or interpretation of the express provisions of this Agreement. Business days shall be defined as Mondays through Friday, excluding contractual holidays.

SECTION 5.2 Processing of Grievance

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group (s) of the employee (s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Furthermore, the parties may mutually agree to extend time limitations regarding processing of grievances.

SECTION 5.3 Employees Excluded from Grievance Procedures

Introductory employees are expressly excluded from the terms of this Article and shall not be entitled to utilize the Grievance Procedure during their introductory term

SECTION 5.4 Grievance Steps

STEP ONE: SUPERVISOR

The employee, with or without a Union representative, shall first attempt to resolve a grievance with the Field Supervisor orally and, only after such attempt is made, upon its failure, take up the matter as a formal grievance by taking it to the employee's supervisor within ten (10) business days of its occurrence. The formal grievance shall be submitted in writing specifically indicating that the matter is a grievance under this Agreement. It shall contain a complete statement of facts within reason, the provision or provisions of this Agreement which are alleged to have been violated, and the relief being requested. The supervisor shall then attempt to adjust the matter and shall respond in writing within five (5) business days after such discussion. Any resolution of this step shall not be of precedential value in resolving future grievances.

STEP TWO: OPERATIONS TEAM LEADER

If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Union to the Operations Team Leader within ten (10) business days of the issuance of the Step One response. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. The Manager shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized Union representative, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Manager shall

provide a written answer to the grievant, or to the Union if a Union grievance, within five (5) business days following their meeting. Any resolution of this step shall not be of precedential value in resolving future grievances.

STEP THREE: DEPARTMENT DIRECTOR

If not adjusted in Step Two, the grievance shall be presented by the Union to the Department Director within ten (10) business days following the receipt of the answer in Step Two. The Department Director shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his Supervisor and Union representative within five (5) business days after receipt of the grievance from the Union. The Department Director shall then render a decision, based on the information presented during the meeting, within five (5) business days of the meeting. Any resolution of this Step shall not be of precedential value in resolving future grievances.

STEP FOUR: CITY MANAGER

If the grievance is not settled at Step Three and the Union desires to appeal, it shall be referred by the Union in writing to the City Manager within five (5) business days after receipt of the City's answer in Step Three. Thereafter, the City Manager or his designee and the Department Director or other appropriate individual(s) as desired by the City Manager, shall meet with the grievant, the Steward involved and a representative of the Union, if desired by the employee, within five (5) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the City Manager or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

If the grievance is not settled in Step Four and the Union or the City desires to appeal the grievance from Step Four, the Union and/or the City may refer the grievance to arbitration, as described below within fifteen (15) business days of receipt of the City's written answer as provided to the Union at Step Four. If no request for arbitrators is made within fifteen (15) business day of the City's Step 4 answer, the request for arbitration shall be considered waived and withdrawn.

ARBITRATION PROCEDURE

When the grievance is appealed to arbitration, the representatives of the Employer and the Union shall meet to select an Arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after this meeting, the parties shall request the Federal Mediation and Conciliations Service to submit a list of seven (7) arbitrators who are members of the National Academy of 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 a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, mollify, ignore, add to or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

The decision and award of the arbitrator shall be FINAL and BINDING on the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The arbitrator shall have no authority to add to the terms herein or impose on any party hereto limitations or obligations not specifically provided for in this Agreement.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall equally pay for such expenses of the other party initially ordering such record, minus the costs of copying such:

Section 5.5 Grievance Forms

The written grievance as required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the grievant's complaint, the section(s) of this Agreement that have been allegedly violated, if applicable, the date of the alleged violation(s) and the relief being sought. The form shall be signed and dated by the grievant and/or the Union.

ARTICLE 6

LABOR/MANAGEMENT CONFERENCES

SECTION 6.1 Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Union representatives and responsible administrative representatives of the Employer. Such meetings are held the second Tuesday of each month. If this schedule needs to be changed for any month, the change must be requested at least seven (7) days in advance by either party. Such meetings and locations, if mutually agreed upon, shall be limited to:

1. Discussion on the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.

SECTION 6.2 Exempt Issues

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

SECTION 6.3 Attendance

Attendance at "labor-management conferences" shall be voluntary on the employee's part. Employees shall be compensated for attendance only if the meetings are held during their regular working hours. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 7

SENIORITY

SECTION 7.1 Seniority Defined

An employee's seniority shall be the period of the employee's most recent continuous regular employment as an Equipment Operator within the Department of Public Works.

SECTION 7.2 Application of Seniority

On all applications of seniority under this Agreement, the employee must have the ability to perform the required work and meet the qualifications of the position. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined in Section 1 of this Article shall govern.

SECTION 7.3 Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through the grievance procedures.

SECTION 7.4 Termination of Seniority

An employee shall be terminated by the Employer and their seniority broken when the employee:

1. quits; or
2. is discharged for just cause; or
3. is laid off pursuant to the provisions of the applicable agreement for a period of thirty (30) months; or
4. accepts gainful employment while on an approved leave of absence from the Department of Public Works, provided that with the prior consent of the City Manager, seniority will not terminate; or
5. is absent for three (3) consecutive scheduled workdays without proper notification or authorization.

SECTION 7.5 Seniority Non-Accrual

Employees will not continue to accrue seniority credit for all time spent on an authorized unpaid leave of absence; except for cases of suspensions with/without pay.

ARTICLE 8

LAYOFF AND RECALL

SECTION 8.1 Definition and Notice

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union and the employee at least twenty-one (21) days' notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 8.2 General Procedures

In the event of a layoff, employees working under this Agreement shall be laid off in inverse order of seniority as defined in Article 7. However, prior to the laying off of permanent employees, all temporary, introductory, or part-time employees functioning within the bargaining unit shall be laid off or terminated, as the case may be. However, any other provision to the contrary notwithstanding, an employee laid off pursuant to this Article may bump the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the Department, provided the employee to be laid off has the ability to perform the functions of that position within three (3) working days of normal and proper training.

SECTION 8.3 Recall

Employees who are laid off shall be placed on a recall list for a period of thirty (30) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for a recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Department Director or Director designee of their intention to return to work within five (5) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Department Director or Director designee with the latest mailing address. If an employee fails to timely respond to a recall notice, their name shall be removed from the recall list.

ARTICLE 9

EMPLOYEE SECURITY

SECTION 9.1 Personnel Records

The personnel record is available during regular business hours for any employee and/or their designee to review. However, the record shall not be removed from the Human Resources Department. Each employee is encouraged to contribute documents to their record that relate to their performance and accomplishments.

SECTION 9.2 Right of Inspection and Copies

Employees will be granted the right to inspect their personnel records and medical records which are related to their employment. The following procedures must be followed in order for the Employer to grant the employee such request:

1. Any employee who wishes to inspect their personnel record must make such request to the Human Resources Manager. An employee may designate another individual to review the file, but must do so in writing.
2. The inspection shall be granted to the employee within three (3) working days from the receipt of the request.
3. The City shall make a copy of the personnel file or any portion thereof at the request of the employee or designee, and at no cost to the employee, within three (3) business days of such request.

SECTION 9.3 Employee Representative

An employee involved in a current grievance may designate in writing a representative to inspect their personnel records in an attempt to resolve said grievance.

SECTION 9.4 Disciplinary Records

Written notice will be mailed to the employee's last reported address on or before the day a disciplinary report, letter, reprimand and/or other documentation is released to an external third party. This requirement will be waived if:

- a) The disclosure is ordered in a legal action or FOIA request;
- b) Information is requested by a government agency to substantiate an employee's claim or complaint;
- c) The employee waives this right in writing.

The Human Resources Department will review the personnel record and delete disciplinary reports and actions that are more than three (3) years old when releasing information to third parties not engaged in judicial action.

SECTION 9.5 Accuracy

If an employee disagrees with the information contained in the personnel record, it will be removed by mutual agreement, or the employee may submit a written statement explaining their position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

ARTICLE 10

SUBCONTRACTING

SECTION 10.1 General Policy

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the City's lawful authority under the Illinois Statutes.

SECTION 10.2 Notice and Negotiate

Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area where such policy change will result in a substantial loss of work to bargaining unit employees, the City will notify the Union and offer the Union an opportunity to negotiate the City's proposed subcontracting decision and its effect on bargaining unit employees.

ARTICLE 11

UNION RIGHTS

SECTION 11.1 Union Activity During Working Hours

Employees shall, with approval of the Employer, after giving appropriate notice to their supervisor, be allowed to attend grievance hearings and other activities of such nature if established by this contract, if such employees are entitled or required to attend such meetings by virtue of being Union representatives or participants in grievance hearings. Such incidents must relate to disciplinary action of an employee and not be an unreasonable interference with the Employer operations.

SECTION 11.2 Time Off for Union Activities

Local representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, provided such representatives give reasonable prior notice to their supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The Employee may utilize any accumulated time-off (holiday, personal, vacation days) in lieu of the employee taking such without pay.

SECTION 11.3 Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at the work location. The boards or space shall be for the sole and exclusive use of the Union subject to Employer approval. The items posted shall not be political, partisan, defamatory or inflammatory in nature.

SECTION 11.4 Right to Access

Duly authorized Officials of the Union shall be permitted during normal working hours to enter Employer facilities for purposes of handling grievances or administering the contract where such access does not unreasonably interfere with the Employer operations. The Union Official shall give advance notice to Department Director or his designee that he desires access to the City facilities. The Union shall not abuse this privilege and shall at all times be conducted in a manner so as not to interfere with normal operations.

SECTION 11.5 Union Representatives

The Employer agrees to recognize and deal solely with the International Union of Operating Engineers, Local 150, by and through its Business Representatives or other duly authorized representatives with respect to the administration of the terms and conditions of this Agreement, except as otherwise provided for herein.

Furthermore, the Union shall notify the Employer, in writing, of the selection of its representatives within the bargaining unit (Stewards), which shall not exceed three (3), as well as who shall serve as the Chief Steward. Said Stewards shall have the authority, along with the Union, to process and investigate disputed matters under this Agreement.

ARTICLE 12

BIDDING PROCEDURES

SECTION 12.1 Permanent Vacancy

A permanent vacancy is created when the Employer decides to increase the work force or to fill an open position(s) due to termination, resignation, or retirement.

SECTIONS 12.2 Posting and Bidding

Whenever a permanent vacancy occurs in an existing job classification, or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may bid for the position.

SECTION 12.3 Selection

The Employer shall fill the permanent vacancy from the bid list provided that a bargaining unit employee(s) bid the vacancy. If no bargaining unit employee bids the vacancy, the Employer can fill the vacancy with an external new hire. For instances where applicants are equally qualified for the vacant position, , the most senior applicant from the bargaining unit will be offered the position. In all cases under this Section, it is the right of the Employer to determine whether an applicant is qualified for the vacancy. Nothing in this Article shall diminish the employer's right to assign and transfer employees as set forth in Article 3 and the Employer reserves the right to transfer an employees out of the position they have bid at a later date.

SECTION 12.4 Introductory Employees

An employee is "introductory" for the first six (6) months of employment with the Employer and if necessary, the probationary period may be extended for additional period up to ninety (90) days.

No matter concerning the discipline, layoff, or termination of an introductory employee shall be subject to the grievance or arbitration procedures.

An introductory employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required introductory period. Upon such completion, the employee shall acquire seniority retroactively from the date of employment.

SECTION 12.5 Return to Unit

Any employee who is promoted or transferred outside of the bargaining unit within the City, and thereafter returns to an open position in the bargaining unit within 90 days, shall be restored to their former bargaining unit seniority. Members of the bargaining unit who leave City employment

and thereafter return to City employment, shall not be entitled to a restoration of their former bargaining unit and City seniority.

SECTION 12.6 **Seasonal/Temporary Employees**

Seasonal and/or Temporary workers, hired to supplement bargaining unit staff, shall work no more than one thousand (1,000) hours in a consecutive twelve (12) month period.

ARTICLE 13

DISCIPLINE PROCEDURES

SECTION 13.1 In general, the City will practice progressive discipline. Employees shall not be disciplined except for just cause. When just cause exists, the City shall have the right to invoke one or more of the following disciplinary measures. Discipline will be imposed as soon as reasonably possible within forty-five (45) days of discovery of the event giving rise to the discipline. If the Employer requires beyond forty-five (45) days to complete any investigation and impose discipline, it shall inform the Union in writing of the need for more time and the approximate date when a disciplinary decision will be rendered.

SECTION 13.2 Oral or Written Reprimand

This is a censure, expressing formal disapproval of the actions of an employee, but carries no loss of privileges. Oral reprimands will be recorded in writing in the supervisor's or department's file and will not be recorded in the employee's official personnel file kept in the Personnel Office. When the supervisor issues a written reprimand, it should be countersigned by the Department Head. A copy of the written reprimand must be given to the employee, and another must be placed in the employee's personnel file.

SECTION 13.3 Suspension Without Pay

This is the temporary removal from employment, accompanied by a concurrent and temporary loss of wages. The Department Director has the authority to implement a suspension of an employee up to a maximum of three (3) days. Any suspension greater than three (3) days must be approved by the City Manager. In both cases, the appropriate "change of payroll" form must be completed, included with these forms must be a complete report of the incident. The suspension report must be signed by the Department Director and indicate the days of suspension.

SECTION 13.4 Demotion

A demotion is the reduction of the class of employment and corresponding permanent reduction in wages. The Department Director may recommend to the City Manager that an employee be demoted.

SECTION 13.5 Suspension Pending Investigation

Where an employee is alleged to have engaged in conduct which would be cause for a discharge but their supervisors have not had a sufficient opportunity to investigate the allegations to make a final determination as to whether there is sufficient evidence to terminate the employee, the Department Director may, with the approval of the City Manager, suspend the employee pending the outcome of the investigation. Such a suspension may be with or without pay at the discretion of the City Manager; provided, however, that no employee may be suspended pending investigation without pay for more than thirty (30) days. If the final outcome of the allegations is that the employee was exonerated with the City of all allegations, the employee shall be paid all lost wages during the time of the suspension.

SECTION 13.6 Dismissal

A dismissal is the act of discharge from employment and the permanent loss of all privileges of employment. The Department Director may recommend to the City Manager that an employee be dismissed.

SECTION 13.7 Prior to the actual imposition of a suspension without pay (other than suspension without pay pending investigation) or discharge, the City shall give the affected employee an opportunity to discuss the circumstances underlying the disciplinary action, which shall take place as soon as practicable and the employee shall be informed at that time of the basis for the disciplinary action. The employee upon request shall be allowed to have a Union Representative present during the discussion, although a discussion will not be inordinately delayed if a Representative is not immediately available. The City shall provide to the employee a copy of any written reprimand that is placed in the employee's Personnel File.

ARTICLE 14

HOURS OF WORK AND OVERTIME

SECTION 14.1

(a) The workweek for employees covered herein will consist of forty (40) hours of five (5) consecutive days, Monday through Friday, 7:00 a.m. through 3:30 p.m. The City reserves the right to discontinue an employee's workday any time after the Employee has worked eight (8) hours. The Employer may temporarily alter the normal work shift for Employees under the following terms:

1. The Employee (s) affected shall receive at least forty-eight (48) hours' notice prior to the time they are to report to duty outside of their normal work shift, except in emergency situations.
2. The Union (I.U.O.E., Local 150) shall be notified and an opportunity afforded to meet and discuss any temporary work shift changes prior to their effect, when such change exceeds two (2) weeks or is a change in starting time greater than two (2) hours.
3. The Employer may temporarily change the above starting time between 6:00 a.m. and 8:00 a.m., so long as such change is within a one-half hour (1/2) increment basis (i.e.: not starting at 6:10 a.m. but rather either 6:00 a.m. or 6:30 a.m.). When the starting time is changed within the two (2) hour time window, the Employee(s) affected shall not be entitled to compensation at their appropriate overtime rate of pay therein but shall be subject to the overtime provisions contained in subsection (c) below.

(b) Employee (s) shall be paid at their overtime rate for all hours worked in excess of eight (8) hours within a twenty-four (24) consecutive hour period or more than forty (40) hours in one (1) week. All hours worked on holidays and Sundays will be paid at double time, and all hours on Saturdays will be paid at the time and one-half. For the purpose of calculating overtime compensation, "hours worked" shall include all compensable hours, inclusive of any form of paid leave of absence periods.

(c) A second shift may be established with hours from 11:00 p.m. to 7:30 a.m. Employees assigned to this second shift will be paid a shift differential of ten percent (10%) above the current hourly wage rate for all hours actually worked contiguous with their shift. This shift differential does not apply to any paid benefit time.

(d) Employees may be allowed one (1) fifteen (15) minute break period, during the first half of the normal workday. The fifteen-minute break will not create a stoppage of crew work activities unless required by the employer. The fifteen-minute break shall be considered and paid as time worked. A one-half (1/2) hour unpaid lunch period shall be granted approximately mid-way through the normal workday, with Employees being allowed to eat their lunch in the field. They shall be allowed reasonable access to restroom facilities and may acquire or eat their lunch within a reasonable vicinity of their work site so long as there is no unreasonable interference with the Employer's operations.

(e) In lieu of paid overtime, all bargaining unit employees may opt to earn compensatory time off. Employees may accumulate up to sixty (60) hours of compensatory time on a rolling basis to be used

in increments of one hour or more. This term modifies the terms of Appendices B and C. Compensatory time may be converted by the employee to a wage payment at any time but must be converted into a wage payment before the end of the fiscal year in which it is earned. Except for twenty-four (24) hours which can be used on a same day basis, employees must request use of compensatory time off forty-eight (48) hours in advance; but in either case the Employer retains the right to grant or deny compensatory time use based upon the operational needs of the Department. Compensatory time may not be scheduled before it is earned.

SECTION 14.2 Standby Assignment

The Employer shall make standby assignments as follows:

- a) Two employees shall be scheduled on standby for weekends from the end of the regularly scheduled workday on Friday until the beginning of the regularly scheduled workday on Monday morning. Employees on weekend standby shall be compensated with eight (8) hours at straight time in addition to their normal pay if called in.
- b) Two employees shall be scheduled on standby on normal workday evenings (Monday through Thursday), from the end of the normal workday to the start of the normal workday the next morning. These employees shall be compensated with two (2) hours at straight time for each weekday served on standby, in addition to their normal pay if called in. The Employer shall not be required to schedule the Monday-Thursday standby during the Winter Operations season.
- c) If an employee's standby day falls on a City holiday, they shall be compensated with three (3) hours at straight time in addition to their normal pay if called in.
- d) An employee on standby may switch their standby assignments with another employee but must do so by noon the day before the assigned standby day and must notify their supervisor of the switch through submittal of a standby transfer form.

In addition to the above referenced standby assignments, the Employer retains the right to make additional standby assignments at the rates set forth above whenever it deems it necessary to meet the operational requirements of the Department.

Employees on standby must remain sober (as defined by the Commercial Drivers License requirements) be readily available to report to work and provide a primary telephone number at which they can be contacted. If an employee on stand-by cannot be reached at their primary contact number, they must advise the dispatcher of the phone number where they can be reached. Employees must respond to the call-out within fifteen (15) minutes of the time the call is made. Under normal conditions, an employee on standby must be able to reach the reporting location within a reasonable period of time after being notified of the need to respond to the call-out.

SECTION 14.3 Call-Out Pay

Call-out pay is defined as compensation received for non-scheduled or non-prearranged work during off duty periods which is not an extension of the regular workday. When an employee is called-out for duty, the employee shall receive three (3) hours inconvenience pay, at the straight time rate of pay, plus payment at applicable rates for actual time worked (with a one (1) hour minimum) when less than eight (8) hours' notice is given (double-time for Sundays and Holidays).

Employees on designated stand-by, on-call employees subject to Section 14.8 (Winter Operations), or where an employee is required to work immediately after their regular work period are exempt from inconvenience pay. Stand-by employees when called in will only be paid for actual time worked (with a one (1) hour minimum at applicable rates) and employees on-call (Winter Operations) will be compensated according to Section 14.8.

SECTION 14.4 Required Overtime

The Department Director or Director designee shall have the right to require overtime work and employees may not refuse overtime assignments. The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. After two (2) hours beyond the normal hours of work the employee working the overtime may continue to work the overtime or may choose to have the Employer utilize the overtime call out list to call in a replacement.

The Department Head or Director designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. The Department Head or his designee will make overtime assignments on a sectional basis. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. If there are no volunteers for overtime, the Department Director or Director designee shall assign mandatory overtime on a reverse seniority basis within the section. The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 14.5 No Pyramiding

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

SECTION 14.6 Rest Period

Employees will work no more than sixteen (16) hours in a twenty-four hour period without being allowed an eight (8) hour, unpaid rest period.

If the rest period falls within the employee's normal workday, the provisions of Section 14.7 shall apply.

SECTION 14.7 Workday Return Home

If the City ends any call-out or the required overtime period ends during the employee's normal workday, then the employee may utilize accrued vacation, compensatory time or personal time to complete the remainder of the workday with compensation. If the employee uses vacation time under this section, it shall not be deducted from their ten (10) single day vacation usage under Section 15.3 of this Agreement.

SECTION 14.8 Winter Operations

Each winter season the City shall institute a Gold and White call-out list for Winter Operations. For purposes of this Agreement, the winter season shall be defined as the eighteen (18) week period beginning one (1) Friday before Thanksgiving each year. Half of the bargaining unit employees shall be assigned to the Gold team, and half to the White team. Teams shall be on-call for winter operations on alternating seven-day periods commencing at noon Friday.

All employees shall provide the City with a primary contact cellular telephone number, which they are expected to turn on and to carry on their person whenever on-call. When called, employees must respond within fifteen (15) minutes of receiving the call.

When call-outs are necessary, Dispatch will contact the on-call employees in the order of their team list (Gold or White). If additional employees are needed after all members of the on-call team have been contacted, Dispatch may also attempt to contact employees from the other team.

An on-call employee may find a qualified alternate from the other team to cover one or more days of their on-call duty, provided they give adequate advance notice to supervision during regular work hours. Supervision will notify dispatch to contact the alternate during the period of replacement.

An on-call employee on Sick, Personal or Vacation Leave is not responsible for call-ins or for finding a replacement during their period of leave. However, an employee on Vacation or Personal Leave may remain on-call by notifying supervision. An employee on Vacation Leave on a Friday or Monday shall not be responsible for weekend call-ins.

On-call employees shall receive six (6) hours pay at their regular straight-time rate for each week of on-call duty, in addition to any compensation for hours worked for that week. Employees on-call during a Holiday week (the weeks of Thanksgiving Day, Day after Thanksgiving, Christmas Eve and/or Christmas Day, New Year's Day, and, where applicable, Veterans Day), as well as Presidents Day week) shall receive nine (9) hours pay at their regular straight-time rate for that week of on-call duty. An on-call employee on Vacation Leave and unavailable for call-ins for greater than two (2) days of the on-call week shall not receive on-call compensation for that week.

An on-call employee who does not respond to one day of call-out shall forfeit one (1) hour of on-call compensation for that week. An on-call employee who does not respond to a second day of call-out during the week shall forfeit an additional two (2) hours on call compensation for that week. The remainder of the employee's on-call pay shall be forfeited if they do not respond to a third day of call-out during the week.

On-call employees will respond when called-out. In recognition of the fact that personal emergencies, family responsibilities and other obligations may, from time to time, prevent employees from coming in, employees shall be allowed three (3) non-responses each winter season before disciplinary action shall commence. Should there be twenty (20) or more winter operations call-outs per team during any winter season, employees assigned to that team shall be permitted an additional non-response without discipline for every fifth call-out (i.e. at the 25th, 30th call-outs, etc.). On-call employees who do not respond to a winter call-out after their allotted non-responses have expired (i.e. a fourth non-response) shall be subject to progressive discipline, beginning with a written warning.

For purposes of this Agreement, a non-response shall only be charged once per eight (8) hour period when an on-call employee fails to respond to a call-out.

Winter operations shall be defined as services provided by the City of Naperville to improve safety of travel for vehicles and pedestrians due to naturally occurring winter weather conditions. Examples of winter operation, call-out events include, but are not limited to the following:

Snow and/or ice removal, or inspection of any portion of the City's street network.

Snow and/or ice removal, or inspection of bridges or other elevated travel ways in the street network.

Snow and/or ice removal, or inspection of any portion of the City's sidewalk network within the Central Business District, commuter parking facilities, or other Municipal sidewalks and/or parking lots.

Any winter weather condition that occurs as the result of other than natural causes affecting vehicle or pedestrian safety should not be considered a Winter Operations event, including, but not limited to the following:

Water main breaks

Sump pump discharge

House fire

Car fire, etc.

These and similar events should be handled by means other than call-out of winter on-call personnel. If winter on-call personnel are requested to respond to these events, the appropriate compensation will be allowed. During the normally scheduled workday, the City shall have the right to assign winter operations work and/or non-winter operations work to any bargaining unit employee regardless of his team designation.

The Winter Call-Out Policy is attached as **APPENDIX A**.

SECTION 14.10 **Use of DTBD Contractors**

The Employer shall have the right to call out a contractor to service the Central Business District and/or the Train Depots during snow and ice events without first having to call out or otherwise have a bargaining unit member working in the City.

SECTION 14.11 **Inclement Weather**

It is the intent of this provision that employees shall not be exposed to inclement weather conditions that would present a hazard to their health or safety, while still maintaining the essential operations of the Department.

Accordingly, employees shall not be required to work outside of buildings or vehicles on an extended basis when temperatures are below 0°F or over 100°F, as established by the employer. This provision shall apply except in emergency or critical conditions, as determined by the employer.

ARTICLE 15

VACATION

SECTION 15.1 The City of Naperville's Time Off Plan (TOP) shall apply to all employees hired on or after June 9, 2001. Employees hired prior to June 9, 2001, were given an irrevocable opportunity to either elect TOP as their leave plan or stay with the current Traditional sick and vacation plan. Employees hired after May 1, 2017, shall be subject to the PTO 11 Plan. These plans are attached hereto as **APPENDIX B**.

If during the life of this Agreement the City changes its vacation accrual rates/policies for non-Union employees, the Union shall permit the modification of the vacation leave provisions of this Agreement if the bargaining unit members so choose. Furthermore, in the event that the City in the future allows non-union employees to either select another plan or modify their current plan, bargaining unit employees shall have the same option. All bargaining unit employees shall be able to accrue up to 60 hours of compensatory time.

SECTION 15.2 Vacation or PTO pay as herein provided shall be in addition to any holiday pay to which an employee may be entitled. Allowances for vacation and PTO pay shall be in addition to any recognized holidays which may fall during an employee's leave period.

SECTION 15.3 All employees, regardless of the time off plan that they are on, cannot carry-over more than a 125% accumulation of vacation time.

Employees may take their annual vacation all at one time or divide their total time into separate periods each not less than one (1) week in length except that ten vacation periods may be taken in increments of four (4) or more hours, but in no case, except with department head approval (or designee), shall an employee take more than ten (10) single day occurrences (4- or 8-hour periods) in a year. An employee may take vacation on separate occasions provided that the Employer reserves the right to assign vacation periods to the extent it deems necessary to avoid disruption of operations. An employee may have five (5) same day call ins (defined as notice after the end of their shift for the following day) per calendar year. Vacation time may be used to supplement regular time during winter operations.

SECTION 15.4 The Department Director or Director designee shall establish a vacation schedule for employees sufficiently early each year so that all employees can plan their own schedules and so that Department Supervisors can program the work of the Department. Vacation schedules shall be arranged so as to provide as minimal a disruption to the work of the Department as can be reasonably achieved. For like positions, departmental seniority shall govern the granting of priorities for vacation scheduling.

SECTION 15.5 When an employee's service with the Employer is terminated, they shall receive compensation for unused vacation or PTO leave accumulated. Any employee who leaves the Employer's service before completing six (6) months of full and continuous service will receive no vacation pay.

SECTION 15.6 Vacation or PTO will not be accumulated during any type of leave of absence without pay.

SECTION 15.7 In the event that the City allows non-union employees to either select another plan or modify their current plan, bargaining unit employees shall have the same option.

ARTICLE 16

HOLIDAYS

SECTION 16.1 Twelve (12) paid holidays are granted to employees. For each holiday employees will receive eight (8) hours of pay at the employee's straight time hourly rate. The holidays are as follows: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and two floating holidays. Employees on PTO 11 shall not be entitled to floating holidays. Employees will be allowed to select two (2) days off as their floating holidays anytime between January 1st and December 31st, subject to supervisory approval. Employees will receive eight (8) hours of pay at their straight time hourly rate for the floating holiday. When an employee works on a City observed holiday or on President's Day if he chooses it as a floating holiday, he shall be paid at two (2) times his regular hourly rate of pay for each hour worked; in addition to receiving eight (8) hours of straight time for holiday pay. Employees shall receive any additional holidays observed by the City that are not listed in this paragraph.

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, it will be observed on the following Monday.

In order to qualify for holiday pay, an employee must have actually worked the last workday immediately before the holiday and the workday immediately following the holiday, unless absence is authorized for a scheduled vacation, verified illness, or other authorized leave.

Time to vote will be made available if a reasonable period of off-duty time is not available.

SECTION 16.2 Employees who work a minimum of four (4) hours on an observed holiday may elect to receive either, 1) a vacation day in lieu of their holiday worked, or 2) holiday pay. If an employee elects to take a vacation day, this day must be taken as a full eight (8) hour period, and within thirty 30 days of the observed holiday worked. The holiday time or pay must be taken within the current fiscal year. If the vacation day is not taken within the thirty (30) day period, holiday pay at the appropriate rate will be given to the employee.

ARTICLE 17

LEAVES OF ABSENCE

SECTION 17.1 Short-Term Leave of Absence

Leave without pay may be granted for a period of up to one (1) month where the continued absence of the employee does not adversely affect the ability of the City to adequately perform its governmental function, (four (4) calendar weeks) during the calendar year if all other available leave time is exhausted. A request for short-term leave shall be in writing to the Department Director and may be granted with the approval of the City Manager. At the completion of a short-term leave an employee will return to their previous position and status without change to seniority and salary. Vacation, PTO, sick leave, and holiday pay shall not accrue nor be paid during this period. If the employee does not return to work after a short-term leave, any other benefits paid by the City during the leave shall be repaid at termination by the employee. Any employee who does not report back to work within five (5) days of the end of an unpaid absence shall be considered to have terminated their employment with the City.

SECTION 17.2 Maternity Leave

Eligible employees will be provided paid time off for the birth of a child and to care for the newborn child or the placement of a child for adoption or foster care and to care for the newly placed child. This Maternity/New Parent Leave is attached hereto as **APPENDIX C**.

SECTION 17.3 Extended Leave of Absence

Extended leave without pay may be granted for a period not to exceed one (1) year where the continued absence of the employee does not adversely affect the ability of the City to adequately perform its governmental function. Requests for extended leave shall be in writing to the Department Head and may be granted with the approval of the Department Director and City Manager. Sick leave, vacation, PTO and holiday benefits will not accrue during the period of leave of absence. The employee shall have the right to assume health and life insurance payments and remain a part of the group medical coverage during the leave. If the employee is granted a leave of absence of more than one (1) month, the employee is not guaranteed reinstatement to their former position. The Employee may be replaced at the discretion of the Department Director, the approval of the Human Resources Department and the City Manager.

At the expiration of the leave period, the Human Resources Department shall attempt to place the employee in their former position or one that is similar, if possible, depending on the employee's qualifications and positions available. If the period of leave is one (1) month or longer, the employee's benefit accruals and appointment date shall be adjusted according to the period of absence.

During a period of approved short or long-term leave for purposes other than illness or accident, the employee shall not accept any other employment for remuneration. Employees on approved short or long-term leave due to illness or accident may accept other employment for remuneration so long as the required duties do not aggravate the illness or injury.

The City will provide a written notice of termination to an employee who has not returned to work within five (5) days after the end of the approved leave period. After the five (5) day period, the City shall terminate employment, including all City benefits, if the employee has not returned to work.

SECTION 17.4 Jury Duty Leave

Employees called upon for jury duty should notify their Department Director as soon as possible. Time off without pay shall be granted to individuals serving on jury duty when adequate documentation is provided. Straight time pay for eight (8) hours per day will be paid for the period served if the employee provides a copy of the notice or other evidence of actual days served. The employee should submit proof of service with his or her time sheet to receive a regular paycheck. An employee's time served on jury duty shall not be charged against sick time or vacation time and shall be considered as time worked. Employees may keep any payment for jury duty served.

SECTION 17.5 Funeral Leave

When there is a death in the immediate family, an employee will be granted up to three (3) working days off between the date of death and the date of the funeral or other memorial service. (A working day is defined as eight (8) hours for an employee who normally works forty (40) hours per week. Part-time employees' time is pro-rated.) These days shall be granted without loss of pay and without charge to accrued leave. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, brother/sister-in-law, grandparent, spouse's grandparent or grandchild, or other persons who have been members of the employee's household at the time of death (this list includes relationships of "step," "half," and "great.") Time taken in addition to three days funeral leave may be taken at the discretion of the employee with approval of the Department Director and will be chargeable to other accrued leaves excluding sick leave. This provision does not prohibit an employee from using available time off under other provisions of this Agreement.

An employee is eligible to take an additional ten unpaid days off for the death of a child. The employee can substitute accrued leave for unpaid time

SECTION 17.6 Military Leave

An employee shall receive military leave and seniority in accordance with applicable law as it may be amended from time to time.

SECTION 17.7 Sick Leave

a) Employees that are part of the Employer's PTO11 Time-Off plan will receive the sick time benefit implemented for all non-union employees and will be implemented on the same terms it was implemented for non-union employees commencing on the date of the current Agreement. The City Time Off Plan ("TOP") policy shall govern the sick leave benefit for all employees on TOP. All employees on TOP on the effective date of this Agreement shall remain on the TOP. Current City employees who are on the TOP and are transferred or promoted into the

bargaining unit shall remain on the TOP. All other employees not on the TOP Sick or PTO 11 Sick plan shall remain on the Traditional Sick plan. The City's Traditional Sick, TOP Sick and PTO 11 Sick plans are attached hereto as APPENDIX B.

b) All new hires within the bargaining unit shall receive the same vacation, sick and paid time off plan in effect for newly hired non-union employees. Furthermore, in the event that the City in the future allows non-union employees to either select another plan or modify their current plan, all bargaining unit employees shall have the same option. In the event that the City provides additional vacation, sick and paid time off benefits for non-union employees, the bargaining unit employees shall be subject to the same benefits.

SECTION 17.8 Sick leave with pay may be accumulated without limitation for any employee not in the TOP or PTO 11 plan.

SECTION 17.9 RHSP

Accumulated sick leave up to ninety (90) days total as of the final day of actual work shall, upon formal retirement from the City's service, be placed in the employee's (1) Section 457 plan account, up to the plan maximum, with any excess funds placed into the employee's 401 (a) account; or (2) based upon the demonstrated need of the employee, into the employee's retiree health savings account. This provision does not apply to employees on PTO 11.

SECTION 17.10 Permissible Uses

Sick leave may be granted for employees for any of the following reasons:

- a) Incapacitation due to illness, injury or disability;
- b) Personal medical or dental appointments.
- c) The illness, injury or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild grandparent or stepparent. An employee may request additional time for extenuating circumstances from the Department Director.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action.

SECTION 17.11 The Department Director will establish reasonable procedures for employees to notify their supervisors of absence and intent to use sick leave. If the sick leave is used for more than five (5) consecutive days, or in conjunction with a day off, a supervisor may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than five (5) consecutive days, a statement from a physician may be required indicating that the employee's physical or mental ability will allow a return to normal duty. A supervisor may also require a statement from a physician confirming illness when there have been more than five (5) instances of absence for sick leave in any one (1) year (contract year period). Employees are responsible for obtaining a

physician's statement when required. The City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

SECTION 17.12 Employees are expected to use sick leave only when they are ill. Judicious use of sick leave will help provide the employee with continuing income in the event of a serious illness. However, if an employee incurs a serious illness that requires a lengthy absence, physician care or hospitalization and all accumulated sick leave is exhausted, arrangements can be made to receive advance sick leave.

- (a) After sick leave is exhausted and an employee has been ill for seven (7) days, they may be advanced thirty (30) days additional sick leave, subject to the following:
- (b) This benefit is not intended to be a substitute for benefits that may be available from a pension fund. Consequently, at the expiration of regular sick leave benefits, the employee must apply to the appropriate pension fund for coverage if he is to become indebted to the City for sick leave.

After applying to the appropriate pension fund for coverage, the employee may borrow sick leave until the pension fund approves the employee's application, subject to the maximum of thirty (30) days.

- (c) The employee must sign an installment agreement to repay the sick leave that is advanced. The agreement must be signed before any additional sick leave is paid.
- (d) When the employee returns to work, the Human Resources Department will advise the employee how much sick leave is owed. Repayment will involve crediting one-half (1/2) of all sick leave earned to the debt until it is repaid. The employee may also repay the debt or a portion of it with cash or vacation time credit. If employment with the City is terminated, the employee will be required to pay the debt. Repayment is required whether termination is voluntary or involuntary. Employees may repay any unpaid portion of the additional sick leave time by cash, vacation time credit or unused sick leave credit. Refunds from the pension contributions may also be used. If a debt remains after all available credits and payments have been applied at the time of termination the employee will repay the debt within a period of time agreed to by the City. If an employee dies while still in service to the City and is indebted to the City for borrowed sick leave, then the debt still due shall be cancelled by the City.

SECTION 17.13 Sick leave may also be used, at the employee's discretion, to supplement Worker's Compensation payments provided by the City or its insurance carrier in accordance with the provisions of the Illinois Statutes for "in lieu" salary purposes. Said sick leave payments shall not exceed an amount equal to the difference between the employee's regular pay and said Worker's Compensation payments and may be paid until the employee's return to work or his accumulated sick leave credits are used up. The employee must inform their supervisor or Human Resources if they wish to supplement their Worker's Compensation payment with accrued sick leave.

SECTION 17.14 All absences with pay granted under this provision shall be based on the basis that the reason given by the employee for same is valid and that the request is in conformance to the policies herein stated and shall be subject to investigation by the City. Errors of fact or omission on the part of the employees may be cause for loss of leave with pay or disciplinary action.

ARTICLE 18

DUES DEDUCTION AND FAIR SHARE

SECTION 18.1 **Dues Deduction**

The City shall deduct from each employee's paycheck once each pay period any or all of the following: dues, initiation fees, assessments, voluntary fair share payments, and other payments for the Union. Such deductions shall be made in accordance with the terms of an employee's written authorization and shall be paid to the Union. The amount of all other fees, assessments and other payments shall be provided to the City by the Union. An employee may revoke their dues checkoff authorization pursuant to the terms of the Union authorization card executed by the employee. The City will send the dues collected under this Section to the Union on a monthly basis.

If the employee has no earnings due for the period, the Union shall be responsible for collection of dues. Local Union #150 agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

SECTION 18.2 **Indemnification**

Local Union #150 and the City agree to indemnify and save the City harmless against any claims, demands, suits or other forms of liability which may arise by reason of action taken or omitted by Local Union #150 or the City acting in good faith, in complying with the provisions of this Article.

ARTICLE 19

EMPLOYEE TRAINING AND SAFETY

SECTION 19.1 Employees shall be offered employee training and educational opportunities pursuant to the current practices of the Department of Public Works.

SECTION 19.2 The City shall pay \$.35 per hour for 2080 hours per calendar year for eight (8) employee slots to the Union training fund for each year of the Agreement. The City retains exclusive right to control, and to determine, the employees sent to training, when they are sent, and the number of hours spent in training.

SECTION 19.3 The City will make reasonable efforts to train all bargaining unit employee in OSHA certification/recertification in ten (10) hour trainings over the life of the Agreement. The City can utilize the Local 150 training center to accomplish this training.

SECTION 19.4 Nothing in this Agreement shall abrogate or affect in any way the City's right to establish, modify or enforce its safety rules and regulations, or to establish or operate its safety committee.

SECTION 19.5 The City shall reimburse employees for the cost of acquiring and maintaining their Commercial Driver's License, including any endorsements that the Employer requires employees to acquire or maintain.

ARTICLE 20

SUPERVISORY WORK

SECTION 20.1 Supervisors shall devote no more than one (1) hour of their time during a regular workday to work generally assigned to bargaining unit employees only for the purposes of mitigating an emergency. Field Supervisors shall devote no more than two (2) hours of their time during a regular workday to work generally assigned to bargaining unit employees for the purpose of training or mitigating an emergency. For purposes of mitigating an emergency, bargaining unit employees shall be assigned such work immediately and shall relieve the Field Supervisors. Supervisors and Field Supervisors shall not perform work which will directly cause loss of existing bargaining unit jobs. Management will make all reasonable effort to avoid supervisory personnel from operating heavy equipment.

SECTION 20.2 Field Supervisors may perform up to a maximum of one (1) hour of incidental work outside of the regular workday when engaged in emergency work when no bargaining unit members are immediately available to perform the work. In such circumstances, a bargaining unit employee will be called to perform such work. Supervisors shall not be permitted to perform bargaining unit work outside of the regular workday.

SECTION 20.3 In emergency situations, as declared by the City Manager or their designee, supervisory personnel may perform bargaining unit work until relieved by bargaining unit employees. Bargaining unit employees shall be called out to work immediately when an emergency is declared.

ARTICLE 21

INSURANCE

SECTION 21.1 Health and Dental Insurance

The City shall provide group health insurance benefits to full-time employees, with such benefits to be provided under the same terms and in the same amounts as provided to all non-union employees of the City, as the same may be changed from time to time by the City. Nothing in this Agreement restricts the City's right: to change insurance carriers, plan administrators or networks; to self-insure and to change the method or manner of self-insurance; to change benefit levels as recommended by the City Council; to implement a health insurance program with multiple plan options (that may include but is not limited to a high deductible plan, Health Savings Account, or Health Reimbursement Account); to participate in programs to reduce health insurance costs, or to utilize health maintenance organizations or other similar groups, provided that the coverage and benefit levels are the same for employees under this Agreement as provided to all other non-union employees of the City, as the same may be changed from time to time by the City.

SECTION 21.2 Employee Health and Dental Insurance Premium Contributions

Employees participating in the Employer sponsored group health and dental insurance plans shall pay a monthly employee premium contribution equal to 20% of the monthly premium amount. The Employer shall adjust the premium amounts for each plan and plan option effective on January 1 of each year. For purposes only of calculating employee premium contribution amounts, the Employer shall not base the employee premium contributions on any amount exceeding a fifteen percent (15%) increase over the prior year premium amounts. Employee premium contributions effective upon ratification of this Agreement and for the remainder of calendar year 2022 are appended hereto as **Appendix D**.

SECTION 21.3 Terms of Policies to Govern

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions in said policies, rules, and guidelines (including provisions governing self-insurance) and shall not be subject to the grievance procedure.

ARTICLE 22

TOOLS AND EQUIPMENT

All necessary tools and equipment to perform assigned work will be provided by the Employer, and shall be replaced as needed, as determined by the employer. Necessary tools and equipment include:

1. Uniforms
2. Raingear: Rainwear Set
Hip Waders
3. Personal Protective Equipment:
 - Gloves
 - Hard hats (with liners)
 - Safety glasses/Prescription Safety Glasses
 - Winter and Summer Safety Boots
 - Goggles
 - Hearing protection
4. Hip Waders
5. 5 Buckle Boots
6. Coveralls
7. First Aid Supplies
8. Safety Vests and Jackets that meet or exceed ANSI 107 Class II Standards
9. Personal Protective Equipment for Forestry Employees that is specific to their function:
 - Climbing Saddles.
 - Hard Hats with Face Shields and Earmuff attachments.
 - Protective Pants or chaps that meet or exceed ASTM F1897 standard specifications for leg protection for chain saw users.

ARTICLE 23

MEAL ALLOWANCE

SECTION 23.1 An employee who is required to work unscheduled overtime (with less than eight (8) hours notice), shall be eligible for a fifteen-dollar (\$15.00) meal or meal allowance if the employee works past a mealtime. A mealtime is defined as 6:00 a.m., 12:00 noon, 6:00 p.m. and 12 midnight.

Scheduled overtime, with eight (8) or more hours of notification, shall be exempt from a meal allowance.

SECTION 23.2 If an employee can be temporarily released for a meal, they shall be given a meal allowance in accordance with Section 23.1 and shall eat on the Employer's time. If they cannot be temporarily released, the Employer either will give the employee the meal money allowance or will furnish a meal, which shall be eaten on the Employer's time at the job site within a maximum of thirty (30) minutes. If the employee cannot be released, the employee shall receive an additional one-half hour of pay at the appropriate rate.

ARTICLE 24

WAGES

SECTION 24.1 **Wage Schedule**

The wage increases during the term of this Agreement are as follows:

1/1/2022 – 4.0%

1/1/2023 – 3.0%

1/1/2024 – 3.0%

1/1/2025 – 2.5%

1/1/2026 – 2.0%

During the life of this Agreement, employees will be paid according to the wage schedule set forth in **APPENDIX E.**

ARTICLE 25

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action or by existing or subsequently enacted Federal or State legislation or by Executive Order or other competent authority, including boards or agencies, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 26

COMPLETE AGREEMENT

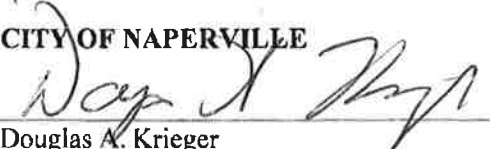
SECTION 26.1 The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights Clause, Article 3. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees 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 of either or both of the parties at the time they negotiated and signed this Agreement. The Union specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.


SECTION 26.2 This Agreement shall be effective from January 1, 2022, and shall remain in effect until December 31, 2026, except as hereinafter provided. After January 1, 2027, this Agreement shall continue in effect from year to year, except that no wage increase of any nature will be granted beyond the expiration of this Agreement, hereafter unless notice of termination or renegotiation is given in writing by registered or certified mail by either party not less than sixty (60) nor more than ninety (90) days before midnight, December 31, 2026, or any subsequent annual expiration date. Notices of termination or renegotiation required by this provision, if by Employer, shall be addressed to International Union of Operating Engineers, Local No. 150, 6200 Joliet Road, Countryside, Illinois 60525, and if by Local No. 150, at the Office of the City Manager, 400 South Eagle Street, Naperville, Illinois 60566. Either party may, by a like written notice, change the address to which such notice shall be given. Termination notices or renegotiation notice shall be considered to have been given as of the date shown on the postmark.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 14th day of

November 2022

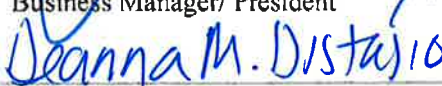
CITY OF NAPERVILLE


Douglas A. Krieger
City Manager


Pam Gallahue
City Clerk

LOCAL NO. 150


James Sweeney
Business Manager/ President


Deanna M/ Distasio
IUOE Local 150 Attorney



SECTION 14.8

On-call employees shall receive six (6) hours pay at their regular straight-time rate for each week of on-call duty, in addition to any compensation for hours worked for that week. Employees on-call during a Holiday week shall receive nine (9) hours pay at their regular straight-time rate for that week of on-call duty. Holiday week is defined as the weeks of Thanksgiving Day/Day after Thanksgiving, Christmas Eve and/or Christmas Day, New Year's Day, Presidents Day and Veterans Day if it falls within Winter Operations season.

On-call employees who do not respond for call-ins for one (1) day of the call-in week shall lose one hour of on-call pay for that week. Employees who do not respond for call-ins for two (2) days of the week shall lose two hours of on-call pay for that week. Employees who do not respond for call-ins for three (3) days of the week shall lose the remainder of their on-call pay for that week.

Employees on Approved Leave and Unavailable

On-call employees on approved leave and unavailable for call-ins for one (1) day of the on-call week shall lose one hour of on-call pay for that week. Employees unavailable for call-ins for two (2) days of the week shall lose two hours of on-call pay for that week. Employees unavailable for call-ins for three (3) days of the week shall lose three hours of on-call pay for that week. Employees unavailable for call-ins for four (4) days or more of the week shall lose the remainder of on-call pay for that week.

**Memorandum of Understanding
Between
The City of Naperville and I.O.U.E. Local 150**

After fully discussing the matter and in the spirit of cooperation, I.O.U.E. Local 150 ("Union") and the City of Naperville ("City") agree to the following :

1. Effective on the date of this agreement, the collective bargaining agreement ("CBA") between the Union and City in effect as of May 1, 2017 covering the Equipment Operators shall be amended to substitute the attached amended Article 14.8 for the Article 14.8 currently in the CBA.

Deys A. Tys
City of Naperville

4/24/18
Date

Steve Karpony
I.O.U.E. Local 150

April 18, 2018
Date

APPENDIX A

DEPARTMENT OF PUBLIC WORKS ADMINISTRATIVE PROCEDURE

Winter Call-Outs

POLICY

It is the policy of the Department of Public Works to follow the labor contract with Local 150 for winter operation call-outs. In addition to the procedures for winter operations in the labor contract, the Department of Public Works has developed call-out policies and procedures in order to provide employees with equitable compensation.

DEFINITIONS

Winter Call-Out: Each winter season the City shall institute a Gold and White call-out list for winter operations. As defined in the labor contract with Local 150, the winter season is defined as the 18 weeks period beginning the Friday before Thanksgiving each year. Half of the bargaining unit employees shall be assigned to the Gold team, and half to the White team. Teams shall be on-call for winter operations on alternating seven-day periods commencing at noon on Friday.

Winter Operations: As defined in the labor contract with Local 150, winter operations are defined as services provided by the City of Naperville to improve safety of travel for vehicles and pedestrians due to naturally occurring winter weather conditions.

ELIGIBILITY

This procedure applies to all Equipment Operators in the Department of Public Works.

PROCEDURES

City Procedures:

1. When call-outs are necessary, Dispatch will contact (by phone or pager) the on-call employees in the order of their team list (Gold or White). An employee who does not respond when called at home shall be paged. The employee should contact dispatch within 15 minutes of the page.
2. If an employee on-call does not respond, or if he is not available for the call-out, the route driver from the other team will be called first. If they are on paid leave and have

specified on their request for leave that they are not available for winter operations they will not be called. If the route partner is not available for the call-out, their name will not be moved down on the winter on-call list, unless they were the next person slated to be called. If the route partner is not available, the Supervisor will decide if another Operator will be called to fill that spot.

3. If the route partner is not available, a replacement may be found by calling the next Operator on the rotating seniority list. The rotating overtime list will be kept for each team by seniority. When an employee is contacted regarding an overtime opportunity and he either accepts, rejects, or does not respond to a call within ten minutes, his name will be moved to the bottom of the overtime list. The next time an overtime opportunity is available, the next person on the rotating overtime list will be contacted. The off team rotating list is also used for non-section specific, unscheduled, non-winter events (for example, salting a water main break).
4. If an Operator has switched on-call with another Operator and he is currently working and his name comes up on the off-team rotating list his name will be crossed off the rotating list and the next person on the list will be called.
5. In the event that only part of a team is needed for a winter operation (for example - snow drifting, bridge de-icing, sidewalk/train station de-icing or snow removal,), the team on-call will be called from it's rotating seniority overtime list.
6. If a winter event happens during the work day and overtime is required, the on-call team will be required to stay past 3:30. The other team will be scheduled to come back if needed.
7. If an employee is on stand-by, they will still be called in for the call-out if their name is next on the rotating seniority list. If stand-by person is already in on another call they may be used for a winter operations call if one comes in while they are already at work.
8. For the winter season, a maximum of 4 Operators per team (gold/white) will be allowed to be off and unavailable at any one time. Management reserves the right to accept or reject requests for time off based on the needs of the department. Exceptions to this rule may be made by Management based on workload and weather conditions. An employee on approved leave will not be called (unless they have indicated that they are available) and will be moved down the rotating seniority list. (See administrative procedure for PTO requests during winter operations for more details)
9. All scheduled overtime during the winter season, including scheduled load-out/snow melter activities in the central business district and at the train stations, will be offered to the off call team by posting the overtime opportunity on the bulletin board. If enough volunteers are not found for the assignment, it will become mandatory for the

off call team by reverse seniority, **Leaf Collection is exempt from this policy – all eligible Operators will be available for the overtime associated with the leaf collection program.**

10. All section specific, unscheduled OT will be offered to the appropriate section based on seniority. The Overtime will be offered to both on and off call teams by seniority. When stand-by people are available, they will be called first.
11. All other procedures outlined in the labor contract with Local 150 will be followed.

Union Procedures:

1. It is the responsibility of the employee to notify his Supervisor if he is unavailable for winter call-outs, and the Supervisor will post that information in Snow Command.
2. If an employee is seeking a replacement for his call-out responsibility, the employee must fill out the Winter On-Call Transfer form and return to his Supervisor.
3. If an employee agrees to be a substitute for another employee he is responsible for any call-ins. If the substitute employee does not respond to a call, he will be charged with a non-response and it will result in a loss of a portion of the on-call pay.

MEMORANDUM OF UNDERSTANDING

The City of Naperville ("City") and I.U.O.E Local 150 ("Union"), parties to a collective bargaining agreement ("CBA"), mutually agree to the to amend the CBA as follows:

1. The first sentence of paragraph 3 of Appendix A shall be deleted and replaced with the following:

Once operational necessity dictates that a District needs to be filled because the on-call Equipment Operator and his route partner are unavailable, a replacement shall be found by calling the next Equipment Operator from the off-call rotating overtime list. Dispatch shall begin calling Operators from the off-call rotating overtime list in order of its last use. The City dispatcher will notify each Equipment Operator of a winter operations overtime opportunity or leave that message on the Operator's voicemail. The first Equipment Operator on the list to accept the winter operations related assignment will get the work. If City dispatch calls every Operator on the off-call rotating list and gets no response, or no Operator accepts the assignment by the time City dispatch has called down the entire rotating list, management may use a contractor in that District without violating Article 14.4 of the CBA.



Richard Dublinski
Director of Public Works



Steve Karpowicz
IUOE Local 150 Business Agent

Dated: July 10, 2019



City of Naperville Employee Policy Manual

4. PAID AND UNPAID TIME OFF

The City offers various time-off plans based upon date of hire.

Usage of vacation or PTO is governed by each department's work rules and is subject to supervisory approval. Scheduled paid time off should be arranged to result in minimal disruption to departmental operations. Department Directors or their designees will establish time off schedules sufficiently early each year so that employees can plan their time off.

Employees may carry over unused vacation or PTO accruals subject to established maximums; they need not use all of their accruals within the year they were earned. All accrued vacation/PTO will be paid out at the time an employee separates from employment.

4.1 Traditional Vacation and Sick Plan

Vacation Leave (Traditional)

The following vacation leave policy is only for employees hired before June 9, 2001 who did NOT elect the Time Off Plan (TOP).

Vacation with pay will be earned each pay period worked. No vacation will accrue if an employee is unpaid for an entire pay period. A vacation day will not be charged to vacation pay where a holiday falls within an employee's vacation period.

Accrual rates for full-time employees who are not paid in lieu of holidays are as follows:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
1 - 4	80	3.08	80
5	88	3.38	88
6	96	3.69	96
7	104	4.00	104
8	112	4.31	112
9 - 14	120	4.62	120
15	160	6.15	160
16	168	6.46	168
17	176	6.77	176
18	184	7.08	184
19	192	7.38	192
20+	200	7.69	200

*Accrual is rounded on last pay period of calendar year to balance to the yearly accrual.



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**** When the maximum accrual allowed is reached, accruals are capped, and no further accruals are allowed, until the accrued time is less than the maximum allowed.**

Accrual rates for **full-time employees who are paid in lieu of holidays**, are as follows (these rates include payment for the straight time portion of the holiday pay for the second five holidays; they do not include the 20 hours of pay which workers receive in January):

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
0 - 6 months	n/a	no vacation earned	n/a
7-12 months	60 hours plus 4.62 per pay period		n/a
1 - 4	120	4.62	120
5	128	4.76	128
6	136	5.23	136
7	144	5.54	144
8	152	5.84	152
9 - 14	160	6.15	160
15	200	7.69	200
16	208	8.00	208
17	216	8.31	216
18	224	8.61	224
19	232	8.92	232
20+	240	9.23	240

*Accrual is rounded on the last pay period of the calendar year to balance the yearly accrual.

**** When the maximum accrual allowed is reached, accruals are capped, and no further accruals are allowed, until the accrued time is less than the maximum allowed.**

Sick Leave (Traditional) Accumulation & Use

Sick leave is earned for each pay period worked, effective with the first month of employment, for a total of 15 days per year (4.62 hours each pay period). Regular employees who work less than a forty-hour week receive sick leave on a prorated basis. Sick leave on the traditional plan may be accumulated without limitation. No sick leave will accrue if an employee is unpaid for an entire pay period. Union employees should consult their respective Collective Bargaining Agreements for further restrictions.



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Sick leave may be granted for any of the following reasons:

- Incapacitation due to illness, injury or disability.
- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action, up to and including discharge, and will be considered part of the employee's overall performance. Sick leave may run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

Sick Leave (Traditional) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

All employees are responsible for obtaining a physician's statement when required, unless otherwise provided for by an applicable collective bargaining agreement. If determined necessary, the City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.



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4.2 Time Off Plan (TOP)

Paid Time Off (PTO)

TOP was implemented on June 9, 2001. All employees hired on or after June 9, 2001 until June 30, 2011 automatically have TOP as their leave plan unless their Collective Bargaining Agreement has other provisions

PTO is earned each pay period, effective with the first pay period of employment. Employees who regularly work less than a 40-hour workweek will have their PTO accrual prorated accordingly. Accruals are based on budgeted hours for the position, not on actual hours worked. For example, an employee in a 20 hour per week position who temporarily works 25 hours per week will still receive accruals based on the originally budgeted 20-hour work week.

PTO time will not accrue if an employee is unpaid for an entire pay period. PTO for full-time employees is earned according to the following schedule:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
1 - 4	120	4.62	120
5 - 10	160	6.15	160
11 - 15	200	7.69	200
16	208	8.00	208
17	216	8.31	216
18	224	8.62	224
19	232	8.92	232
20+	240	9.23	240

*Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

**When the maximum accrual allowed is reached, accruals are capped, and no further accruals are allowed, until the accrued time is less than the maximum allowed.



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Employees paid in lieu of holidays will accrue an extra 40 hours of PTO time (1.54 hours per pay period) which are placed in their "Holiday Vacation Bank," as explained in the **Payment in Lieu of Holidays** section in this chapter. These employees working 40 hours/week will accrue as follows:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
1 – 4	160	6.16	160
5 – 10	200	7.69	200
11 – 15	240	9.23	240
16	248	9.54	248
17	256	9.85	256
18	264	10.16	264
19	272	10.46	272
20+	280	10.77	280

*Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

**When the maximum accrual allowed is reached, accruals are capped, and no further accruals are allowed, until the accrued time is less than the maximum allowed.

PTO Cash Out (TOP)

Employees may cash out up to a maximum of 48 PTO hours each calendar year in which they have at least 640 hours of sick leave accrued.

Sick Leave (TOP) – Accumulation & Use

Employees on TOP will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 960 hours (accrual and limitation is prorated for employees scheduled less than 40 hours per week).

Employees who converted to TOP with an excess of 960 hours will not earn sick leave until their balance is reduced by utilization to below the 960-hour maximum. Sick leave will be earned in the same pay period as the employee's sick leave drops below 960 hours.

Employees may transfer a maximum of 48 unused PTO hours into their sick leave account annually if they have less than 960 hours of sick time accrued.

No sick leave will accrue if an employee is unpaid for an entire pay period.

Sick leave may be granted for any of the following reasons:

- Incapacitation due to illness, injury or disability.



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- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action, up to and including discharge, and will be considered part of the employee's overall performance. Sick leave will run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

Sick Leave (TOP) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

All employees are responsible for obtaining a physician's statement when required. If determined necessary, the City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

Sick Leave (TOP) – Elimination Period

An employee may only utilize sick leave after a 2-day Elimination Period. The first full two days of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave. An employee may draw from PTO, floating holidays, exempt benefit days or compensatory time to satisfy a 2-day



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elimination period. Employees will have different elimination periods depending upon the number of hours in their scheduled workday. Employees who work 4, 10-hour days will have a 20-hour elimination period (2, 10-hour days). Employees who work 5, 4-hour days, will have an 8-hour elimination period (2, 4-hour days). Unpaid leave may not be utilized to satisfy a 2-day elimination period until all paid leaves have been exhausted.

For each intermittent FMLA claim for chronic conditions, employees will have to exhaust only one elimination period per 12-month FMLA claim, so long as the illness or disability is certified by a Physician under the FMLA, or it meets the FMLA definition of a serious medical condition.

Employees may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a 2-day elimination period has been satisfied first.

Sick Leave (TOP) Donation Bank

A sick leave donation bank has been established to continue the income of eligible employees under the following circumstances:

- An employee's own non-job related, serious illness, until the employee is eligible to draw disability payments from his/her pension fund.
- To care for a member of an employee's immediate family (defined as an employee's spouse, parent or child) who has a serious health condition as defined under the Family and Medical Leave Act (FMLA) and is certified as such by a Physician.

Employees may withdraw a maximum of 160 sick leave hours during their employment with the City. To withdraw time from the Sick Leave Donation Bank, an employee must be a participant in the Bank. To participate, an employee must have at least 160 sick hours accrued and have donated at least 8 hours to the Bank. An employee may donate a maximum of 40 hours of sick leave to the Bank in any calendar year. Donations to the Sick Leave Bank are irrevocable.

To withdraw from the Bank, an employee must have depleted all other accrued leaves and have submitted all necessary documentation required under FMLA, IMRF or other pension fund. An employee who withdraws time from the Bank does not have to "repay" the Bank at a later date.

The requirements and benefits afforded under the Sick Leave Bank program are pro-rated accordingly for part-time employees.

Sick Leave Incentive: 401(a) (TOP)

Each year, employees on TOP who utilize 3 or less workdays/24 hours of sick leave (pro-rated for part-time employees and those employees working a flexible schedule) will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the hour multiplier in the following table:

Years of service completed

Days of Pay



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(completed employment)

1-4 years

5-9 years

10-14 years

15-19 years

20-24 years

25-29 years

30+ years

(based on full-time)

1.00 day (8 hours)

1.15 days (9.2 hours)

1.35 days (10.8 hours)

1.40 days (11.2 hours)

1.50 days (12 hours)

1.75 days (14 hours)

2.00 days (16 hours)

The following are examples to illustrate the design of the program:

Sam is a full-time, 13-year employee who works 8-hour days at an hourly wage rate of \$20.00 per hour. Sam utilizes only 10 sick hours in a year. Sam is eligible for a sick leave incentive of \$216.00 which is calculated as follows: **8 hours x \$20.00 per hour x 1.35 days = \$216.00**

George is a 2-year, part-time employee who works 20 hours per week (five days a week, 4 hours a day) at an hourly wage rate of \$15.00 per hour. George utilizes 12 sick hours in a year. George is eligible for a \$60.00 sick leave incentive as follows: **4 hours x \$15.00 per hour x 1 day = \$60.00**

The sick leave incentive will be paid by the City into the employee's individual 401(a) account. The City's contribution is pre-tax. Employees will manage their own investment options available in their 401(a) account. All funds in an employee's 401(a) account are portable upon separation from employment.

The sick leave incentives will be paid by the end of August each year for the incentive year that runs from July 1st to June 30th. Employees must be actively employed at the time of the August payment in order to receive the sick leave incentive payment for the previous incentive year.

Compensatory Time (TOP)

Compensatory time allows any non-exempt employee on TOP to bank payment for overtime hours worked and use it as paid leave time later on. Compensatory time can be earned only for hours over the 40 hours paid in a work week. For example, if an employee works 44 hours in a workweek, the four hours of overtime may be banked (at 1 ½ times the employee's regular rate of pay) as 6 hours of compensatory time.



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A maximum of 40 hours of compensatory time may be accrued at any one time. Utilization of compensatory time is subject to supervisory approval. An employee may elect to have compensatory time paid out on any subsequent paycheck. (An employee may not take compensatory time off in the same pay period as that in which the compensatory time is earned.) All accrued compensatory time will be paid out at the time an employee separates from employment.

In cases where a non-exempt employee is promoted or transferred to an exempt position, if they have accrued compensatory time, they must either use it before their effective promotion date, or cash it out, preferably prior to the start of their new exempt position.



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4.3 PTO - 11

Paid Time Off (PTO-11)

The Paid Time Off – 2011 Plan hereafter referred to as PTO-11, was approved by the City Council on June 21, 2011 and was implemented on July 1, 2011. All employees hired on or after July 1, 2011, automatically have PTO-11 as their leave plan. The PTO-11 plan was amended and approved by City Council on January 21, 2020 for eligible employees to include the sick leave provisions outlined later in this policy. The amendments to PTO-11 were implemented on April 3, 2020.

Utilization of PTO during a new hire probationary period is subject to supervisory approval.

Full-time employees earn a total of 120 hours of paid time off (PTO) in the first year of employment. Employees who work less than a 40-hour workweek will have their PTO accrual prorated accordingly. PTO time will not accrue if an employee is unpaid for an entire pay period.

Employees will not be eligible to take PTO time during their first 30 calendar days of employment. After 30 days, 40 hours of PTO time will be placed in the employee's accrual bank. Separately, employees accrue the remaining hours over the remaining pay periods during their first 12 months (up to the annual maximum accrual allowed). These numbers are prorated for employees who work less than a 40-hour workweek.

Thereafter, every year on the employee's anniversary date, an additional 8 hours (or prorated amount) of PTO time will be added to their annual accrual, up to a maximum of 240 hours (*see the accrual schedule below*).

A maximum 1-years' worth of accrual of PTO time may be accumulated at any one time. When this maximum accrual allowed is reached, PTO accruals are capped, and no further accruals occur, until the accrued time is "used down" to less than the maximum allowed.



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PTO is earned according to the following schedule effective August 1, 2013:

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	120	3.08**	120
2	128	4.92	128
3	136	5.23	136
4	144	5.53	144
5	152	5.84	152
6	160	6.15	160
7	168	6.46	168
8	176	6.76	176
9	184	7.07	184
10	192	7.38	192
11	200	7.69	200
12	208	8.00	208
13	216	8.30	216
14	224	8.61	224
15	232	8.92	232
16+	240	9.23	240

* Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

** 3.08 hours will accrue each pay period for 26 pay periods. After 30 calendar days of employment, the employee will realize these accruals, plus an initial deposit of 40 hours of PTO in his/her PTO accrual bank.

Should a paid holiday fall within an employee's scheduled paid time off, his/her PTO accrual will not be charged.

Usage of PTO is governed by each department's work rules. PTO must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. All accrued PTO will be paid out at the time an employee separates from employment.



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Employees in PTO-11 who are paid in lieu of holidays will accrue an extra 40 hours of PTO time (1.54 hours per pay period) or prorated amount, which are placed in their "Holiday Vacation Bank," as explained in the **Payment in Lieu of Holidays** section in this chapter. These employees working 40 hours/week will accrue as follows:

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	160	4.62**	160
2	168	6.46	168
3	176	6.77	176
4	184	7.08	184
5	192	7.38	192
6	200	7.69	200
7	208	8.00	208
8	216	8.31	216
9	224	8.62	224
10	232	8.92	232
11	240	9.23	240
12	248	9.54	248
13	256	9.84	256
14	264	10.15	264
15	272	10.46	272
16+	280	10.77	280

* Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

** 4.62 hours will accrue each pay period for 26 pay periods. After 30 calendar days of employment, the employee will realize these accruals, plus an initial deposit of 40 hours of PTO in his/her PTO-11 accrual bank.



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Sick Leave (PTO-11) – Accumulation & Use

Employees on PTO-11 will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 480 hours (accrual and limitation is prorated for employees budgeted to work less than 40 hours per week). When this maximum accrual allowed is reached, sick accruals are capped, and no further accruals occur, until the accrued time is “used down” to less than the maximum allowed.

Sick leave may be granted for any of the following reasons:

- Incapacitation due to illness, injury or disability.
- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action up to and including discharge and will be considered part of the employee's overall performance. Sick leave will run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

Sick leave for employees on PTO-11 will not be paid out at retirement or separation, nor will it be used for IMRF service credit.

No sick leave will accrue if an employee is unpaid for an entire pay period.

Sick Leave (PTO-11) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual



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statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

All employees are responsible for obtaining a physician's statement when required. If determined necessary, the City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

Sick Leave (PTO-11) – Elimination Period

An employee may only utilize sick leave after a 1-day Elimination Period. The first full day of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave (e.g. PTO, comp. time, Safe Driver Day, etc.). Employees will have different elimination periods depending upon the number of hours in their scheduled workday. Employees who work 4, 10-hour days will have a 10-hour elimination period. Employees who work 5, 4-hour days, will have a 4-hour elimination period. Unpaid leave may not be utilized to satisfy the elimination period until all paid leaves have been exhausted.

For each intermittent FMLA claim for chronic conditions, employees will have to exhaust only one elimination period per 12-month FMLA claim, so long as the illness or disability is certified by a Physician under the FMLA, or it meets the FMLA definition of a serious medical condition.

Employees may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a 1-day elimination period has been satisfied first.

Sick Leave Incentive: 401(a) (PTO-11)

Each year commencing on July 1, 2020, employees on PTO-11 who utilize 3 or less workdays/24 hours of sick leave (pro-rated for part-time employees and those employees working a flexible schedule) will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the hour multiplier in the following table:

Years of service completed (completed employment)	Days of Pay (based on full-time)
1-4 years	1.00 day (8 hours)
5-9 years	1.15 days (9.2 hours)
10-14 years	1.35 days (10.8 hours)
15-19 years	1.40 days (11.2 hours)



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20-24 years	1.50 days (12 hours)
25-29 years	1.75 days (14 hours)
30+ years	2.00 days (16 hours)

The following are examples to illustrate the design of the program:

Sam is a full-time, 9-year employee who works 8-hour days at an hourly wage rate of \$20.00 per hour. Sam utilizes only 10 sick hours in a year. Sam is eligible for a sick leave incentive of \$184.00 which is calculated as follows: **8 hours x \$20.00 per hour x 1.15 days = \$184.00**

Pat is a 2-year, part-time employee who works 20 hours per week (five days a week, 4 hours a day) at an hourly wage rate of \$15.00 per hour. Pat utilizes 12 sick hours in a year. Pat is eligible for a \$60.00 sick leave incentive as follows: **4 hours x \$15.00 per hour x 1 day = \$60.00**

The sick leave incentive will be paid by the City into the employee's individual 401(a) account. The City's contribution is pre-tax. Employees will manage their own investment options available in their 401(a) account. All funds in an employee's 401(a) account are portable upon separation from employment.

The sick leave incentives will be paid by the end of August each year for the incentive year that runs from July 1st to June 30th. Employees must be actively employed at the time of the August payment in order to receive the sick leave incentive payment for the previous incentive year.



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Compensatory Time (PTO-11)

Compensatory time allows any non-exempt employee on PTO-11 to bank payment for overtime hours worked and use it as paid leave time later on. Compensatory time can be earned only for hours over the 40 hours paid in a work week. For example, if an employee works 44 hours in a workweek, the four hours of overtime may be banked (at 1 ½ times the employee's regular rate of pay) as 6 hours of compensatory time.

A maximum of 40 hours of compensatory time may be accrued at any one time. An employee may elect to have compensatory time paid out on any subsequent paycheck. All accrued compensatory time will be paid out at the time an employee separates from employment.

Bridge to IMRF Disability (PTO-11)

Employees possessing at least 1 year of IMRF service credit are potentially eligible for IMRF Short-Term Disability. IMRF Disability is the program that pays 50% of salary after a medically disabled employee has been out of work for 30 calendar days.

For those employees subject to a collective bargaining agreement that does not include PTO-11 sick leave and fail to possess sufficient paid time off accruals to reach this 31st calendar day, the City, then, will provide additional paid leave to that employee to "bridge the gap" until that 31st calendar day out (when the IMRF Disability benefit would normally engage assuming proper medical paperwork is received by IMRF).

This paid "Bridge to IMRF Disability" will only occur under the following circumstances:

1. The employee him/herself has a medical condition eligible for IMRF temporary disability benefits, and
2. The employee has applied for IMRF Disability leave, and
3. The employee has exhausted all PTO leave.

Paid hours under this program will be limited to the difference between an employee's remaining paid time off balance and the number of hours needed to reach the 31st calendar day. The paid time off bridge benefit will be limited to once in any 12-month period, per employee.



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4. PAID AND UNPAID TIME OFF

4.6 Maternity/New Parent Leave

The Maternity/New Parent Leave was approved by City Council on January 21, 2020 for eligible employees beginning on January 22, 2020. Maternity/New Parent Leave provides employees paid time off for:

- The birth of a child and to care for the newborn child within one year of birth, or
- The placement of a child for adoption or foster care and to care for the newly placed child within one year of placement.

This policy will run concurrently with Family Medical Leave Act (FMLA) leave, as described in this chapter.

Up to 12 consecutive weeks of paid leave is given for *Maternity* Leave, to begin at the date of birth.

Up to 6 consecutive weeks of paid leave is given for *New Parent* Leave. These six weeks are all to be taken within one year of the qualifying event.

Eligibility for Maternity/New Parent Leave

An employee must meet all of the following conditions in order to be eligible for Maternity/New Parent Leave:

- Is a regular full-time or part-time non-union employee (i.e. not a temporary employee) or a regular full-time or part-time employee subject to a collective bargaining agreement that has adopted Maternity/New Parent Leave, and
- Has been employed with the City for at least 12 months (the 12 months do not need to be consecutive), and
- Has worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence, and
- Has filed and meet the requirements as defined under FMLA.

Employees are eligible for *Maternity* Leave if they:

- Have given birth to a child,

Employees are eligible for *New Parent* Leave if they:

- Are a spouse of a woman who has given birth to a child or the father of the child, or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger); the adoption of a new spouse's child is excluded from this policy.



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4. PAID AND UNPAID TIME OFF

Employees do not need to exhaust all of their vacation/PTO or sick accruals before taking Maternity/New Parent Leave.

While on Maternity/New Parent Leave

The City will continue to make payroll deductions to collect the employee's share of benefit premium(s).

The employee will not accrue PTO/vacation and sick leave, while on Maternity/New Parent Leave.

Maternity/New Parent Leave does not constitute a break in service for purposes of longevity, seniority or any employee benefit plan.

Maternity/New Parent Leave will be continuous leave, inclusive of any City-observed holidays that may fall during the time off. No intermittent leave will be permitted.

Maternity/New Parent Leave will run concurrently with an approved FMLA leave.

APPENDIX D

City of Naperville 2022 Rates					
	Total Monthly Premium	80% Employer Monthly Rate	20% Employee Monthly Rate	City Cost per pay period	Employee Cost per pay period
Blue Cross Medical Plans					
HMO Blue Advantage					
Employee	\$ 718.69	\$ 574.95	\$ 143.74	\$ 287.48	\$ 71.87
Employee + Spouse	\$ 1,421.84	\$ 1,137.48	\$ 284.36	\$ 568.74	\$ 142.18
Employee + Child(ren)	\$ 1,369.43	\$ 1,095.55	\$ 273.88	\$ 547.78	\$ 136.94
Employee + Family	\$ 2,144.52	\$ 1,715.62	\$ 428.90	\$ 857.81	\$ 214.45
PPO Plan					
Employee	\$ 828.78	\$ 663.02	\$ 165.76	\$ 331.51	\$ 82.88
Employee + Spouse	\$ 1,738.43	\$ 1,390.75	\$ 347.68	\$ 695.38	\$ 173.84
Employee + Child(ren)	\$ 1,714.72	\$ 1,371.78	\$ 342.94	\$ 685.89	\$ 171.47
Employee + Family	\$ 2,631.62	\$ 2,105.30	\$ 526.32	\$ 1,052.65	\$ 263.16
PPO Plan - Health Savings Account					
Employee	\$ 526.95	\$ 421.57	\$ 105.38	\$ 210.79	\$ 52.69
Employee + Spouse	\$ 1,109.32	\$ 887.46	\$ 221.86	\$ 443.73	\$ 110.93
Employee + Child(ren)	\$ 1,071.63	\$ 857.31	\$ 214.32	\$ 428.66	\$ 107.16
Employee + Family	\$ 1,659.69	\$ 1,327.75	\$ 331.94	\$ 663.88	\$ 165.97
Delta Dental					
Employee	\$ 39.90	\$ 31.92	\$ 7.98	\$ 15.96	\$ 3.99
Employee + 1 (Spouse or 1 Child)	\$ 81.90	\$ 65.52	\$ 16.38	\$ 32.76	\$ 8.19
Employee + Children	\$ 110.00	\$ 88.00	\$ 22.00	\$ 44.00	\$ 11.00
Employee + Family	\$ 138.60	\$ 110.88	\$ 27.72	\$ 55.44	\$ 13.86
EyeMed Vision					
Employee	\$ 6.32				\$ 3.16
Employee + One	\$ 12.36				\$ 6.18
Employee + Family	\$ 18.52				\$ 9.26

APPENDIX E

Department of Public Works
IUOE Local 150 - Equipment Operators
January 1, 2022 - December 31, 2026

Step		Job Code	Pay Grade	1/1/2022 4%	1/1/2023 3%	1/1/2024 3%	1/1/2025 2.5%	1/1/2026 2%
0	Start to 6 months	6003	302	\$26,8659	\$27,6719	\$28,5020	\$29,2146	\$29,7989
1	6 to 12 months	6003	302	\$27,6248	\$28,4535	\$29,3072	\$30,0398	\$30,6406
2	13 to 24 months	6003	302	\$29,1424	\$30,0167	\$30,9172	\$31,6901	\$32,3239
3	25 to 36 months	6003	302	\$30,6481	\$31,5675	\$32,5146	\$33,3274	\$33,9940
4	37 to 48 months	6003	302	\$32,1182	\$33,0817	\$34,0742	\$34,9261	\$35,6246
5	49 to 60 months	6003	302	\$33,6358	\$34,6449	\$35,6842	\$36,5763	\$37,3079
6	61 to 72 months	6003	302	\$35,1059	\$36,1591	\$37,2438	\$38,1749	\$38,9384
7	73 to 84 months	6003	302	\$36,6000	\$37,6980	\$38,8289	\$39,7997	\$40,5957
8	85 to 96 months	6003	302	\$38,0936	\$39,2364	\$40,4135	\$41,4238	\$42,2523
9	97+ months	6003	302	\$39,4335	\$40,6165	\$41,8350	\$42,8809	\$43,7385