

AGREEMENT

Between

CITY OF EAST MOLINE; ILLINOIS

And

LOCAL 1234 COUNCIL 31
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
(AFSCME)

Effective January 1, 2022 - December 31, 2024

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PREAMBLE

This Agreement entered into by the City of East Moline, Illinois, hereinafter referred to as the Employer, and American Federation of State, County, and Municipal Employees, AFL-CIO Council 31, on behalf of Local 1234, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

NON-DISCRIMINATION

Section 1.

Neither the City nor the Union, in carrying out their obligations under this policy, shall discriminate in any manner whatsoever, against any employee because of race, sex, political or religious affiliation, or nationality, disability, or age.

Section 2.

The City agrees to continue its present non-discriminatory policy of offering equal opportunities for available jobs to qualified applicants without regard for their nationality, race, sex, or religious affiliation or membership in any labor or other lawful organization, disability, or age.

Section 3.

The use of the masculine pronoun in this or any other document is understood to be clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

MANAGEMENT RIGHTS

Except as amended, changed or modified by this Agreement, the City shall not be required to bargain over matter of inherent managerial policy, which shall include such areas of discretion or policy, as functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. In the exercise of its managerial authority the City has the right to prohibit employees from using City facilities for personal use (except the workout room) and/or to use tools or equipment owned by the City for personal use. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of the Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective

bargaining agreement prior to the effective date of this Act.

All management policy changed will be posted ten (10) days before effective date of actual change.

ARTICLE 1 UNION RECOGNITION

Section 1.

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees, including Park Board employees, except Police, Firemen, City Administrator and his Assistant, Director of Maintenance Services and his Assistant, Director of Water Filtration, Superintendent of Sewer Plant, City Chemists, City Engineer, Inspectors, Director of Development Services, Assistant Director of Planning and Development, Deputy City Clerk, City Attorney, Maintenance Services Supervisor, Seasonal Employees, Elected Officials, Administrative, Supervisory and Confidential Employees as defined under the exclusive provision of Public Act 1012 known as the Illinois Public Labor Relations Act.

ARTICLE 2 UNION DEDUCTIONS

Section 1. The Employer shall honor employee's individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions to the extent permitted by law. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

The amounts to be deducted shall be certified to the Employer by the Treasurer; of the Union, and the aggregate deduction of all employees shall be remitted together with an itemized statement, to the Treasurer by the end of the current month, after such deductions are made.

ARTICLE 3 UNION ACTIVITY DURING WORKING HOURS

Section 1. Grievance Investigation The Union President or his/her designee and union steward (s) shall each be allowed time off with pay during working hours to investigate, process and attend grievance meetings concerning the administration of the contract. This will be limited to a maximum total of up to twenty-five (25) hours per pay period. The Union President or his/her designee and the unions steward (s) will be allowed additional time off without pay with approval of the respective supervisor. Such approval shall not be unreasonably denied. The Union representative shall give reasonable notice to the supervisor before taking the necessary time off. The supervisor shall not deny permission for time off unless an emergency work situation exists. When the City requests a meeting with the Union representative(s), said time off shall not be counted toward the maximum hours allowed. All time off shall be documented.

Section 2. Contract Negotiations

The Union President and a maximum of four (4) other union members will each be allowed up to eight (8) hours off work with pay during the period of September - December in the year the contract

will expire to prepare for collective bargaining negotiations. The actual date and time off must be approved by the City Administrator. No employee will be allowed off if it will create an overtime situation.

On any scheduled negotiations meeting date between the union and the City the Union negotiations Team (five member maximum) will be allowed off work with pay two (2) hours prior to the starting time of the meeting, so as to be fully prepared at the meeting.

Union employees who are being paid while attending the negotiations preparations meetings shall be considered on duty, and all of the City's Rules of Conduct shall apply.

Section 3. Union Bulletin Boards

The City shall provide bulletin boards for Union usage for the following subjects:

- (A) Union recreational, social and related news bulletins.
- (B) Notice of Union meetings.
- (C) Union Elections.
- (D) Official Union written material.

Prior to posting, the material shall be dated and initialed by the authorized Union Representative.

Section 4. Union-Employee Discussions

The Union President shall also be allowed to meet with Employees once per year during the month of April for up to one (1) hour provided the meeting does not interfere with normal operations. This meeting will be done by department and shall be on a day and time mutually agreed upon by the Union and the City department head.

ARTICLE 4 HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch hour.

Section 2. Work Week

The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive, except for employees in continuous operations, discussed in Section 6, and Park employees as discussed in Section 7 below. A workweek shall commence at midnight of Saturday and shall terminate at midnight on the following Saturday.

Section 3. Work Day

A workday shall consist of twenty-four (24) hours beginning at 12:01 AM of the calendar day and ending at 12:00 PM of the calendar day, and there shall be seven (7) full workdays in a workweek.

A normal workday for full-time, permanent and temporary employees shall consist of eight (8) consecutive hours of scheduled work within a workday; however, if a normal workday begins two

(2) hours or less before the end of the workday; it shall be counted as part of the next workday. Further, part-time and seasonal employees may be assigned a normal workday which does not consist of eight (8) consecutive hours of scheduled work but may consist of a split of duty time.

Section 4. Work Shift

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Employees in the Water and Wastewater Plants shall have the same shift times as shown below, with the effective date to be 90 days after the ratification of the May 1, 1999 agreement.

1 st Shift	6:00am	-	2:00pm
2 nd Shift	2:00pm	-	10:00pm
3 rd Shift	10:00pm	-	6:00am

Section 5. Work Schedule

Work schedules showing the employee's shifts work days and hours shall be posted on all departments bulletin boards at all times.

The City has the right to create two new positions (heavy equipment operator and maintenance worker) to work a shift with a starting time between 12:30 p.m. and 2:00 p.m., which may consist of work days during the week and on weekends (weekends may have an earlier stating time). This new shift shall be consistent with the provisions of Article 5. The purpose of the establishment of this shift is to provide services to members of the public who may not be available to receive services during normal working hours. Vacancies for this new shift shall be posted and filled pursuant to the terms of the Agreement. In the event these new positions are filled with current employees, the City shall post and fill the resulting vacancies. fu the event a short term vacancy exists in these positions (e.g. due to short term sickness, vacation, etc.), the City, at its option, may fill the vacancy seeking volunteers on an over-ti.me basis.

Except for emergency situation, including where staffing is insufficient to maintain operations in reasonable manner, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

For non-emergency training purposes, the employee shift may be changed if a forty-eight (48) hour notice is given.

Section 6. Continuous Operations.

All employees covered by this contract engaged in continuous operations are defined as being an employee or group of employees engaged in an operation for which there is a regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days, however, from time to time an employee may not work for five consecutive days if it is necessary to fill-in due to another employee's absence, as has been past practice in continuous operations for employees' with a classification which includes filling in on any shift.

Section 7. Park and Water Distribution Work Schedules

After May 1, 1999 any newly hired Park employees, in classifications other than those occupied by current employees as of April 1, 1999, shall be assigned a Monday-Friday regular work schedule from October 1 - April 30, and may be assigned a Wednesday-Sunday regular work schedule from May 1 - September 30 each year. The three positions currently in the Park Department as of April 1, 1999, shall be maintained in addition to any other Park classifications. Employees may use trade days with approval from the Department Head. If those Park employees with a Saturday/Sunday schedule have scheduled time off, and replacements are necessary, the City will use the following order of replacement: 1) full-time employees who volunteer to change their schedule, or 2) overtime for full-time employees.

Employees may use trade days with approval of the Department Head.

ARTICLE 5 REST PERIODS

Section 1.

All employees' work schedules provide for a fifteen (15) minute rest period during each shift at a convenient time as approved by the Department Head. The rest break will not occur during the first two hours of the shift except in case of an emergency.

Section 2.

The City will provide a clean quiet place for lunch for all employees. Employees who, as a result of a work assignment, are not in the immediate vicinity of a City facility at the time a break is permitted under the Agreement shall be provided sufficient cleaning supplies to allow those employees to clean up to eat or drink during such breaks.

ARTICLE 6 MEAL PERIODS AND CLEAN-UP TIME

Section 1. Meal Periods

All employees, except office employees, on non-continuous operations will be permitted a thirty (30) minute lunch period without pay.

Employees on continuous operations will be permitted thirty (30) minutes paid lunch period, which must be taken at the work site. Employees that are allowed lunch periods with pay are considered on duty and will not be permitted to extend their lunch period.

Office employees (Finance Department and Engineering) will be permitted a one (1) hour lunch period without pay.

In case of emergency, the employees required to work, shall be granted a paid coffee break and a paid thirty (30) minute lunch period, providing the employee works over a four (4) hour period. Coffee breaks and the lunch periods shall be at the discretion of the City Officers.

Section 2. Clean-up Time

Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.

Work schedules shall be arranged so employees may take advantage of this provision; the Employer shall make the required facilities available.

ARTICLE 7 BENEFITS – WHEN PAYABLE

Immediate:

- (a) Workmen's Compensation Coverage
- (b) Social Security
- (c) IMRF Participation, if applicable
- (d) COLA, if applicable

Thirty (30) days:

- (a) Health and Hospitalization Insurance Coverage

Six (6) Months:

- (a) Holiday Pay
- (b) Sick Benefit Pay pursuant to the provisions of Article 10
- (c) Bereavement Days
- (d) Personal Days

One (1) Year:

- (a) Vacation per schedule

The benefits will be payable only to employees who are classified as full-time (30 hours or more each week). No previous hours worked as a part-time or temporary will be included in determining benefits if an employee is upgraded to a full-time status.

ARTICLE 8 HOLIDAYS

Section 1.

Holidays for the purpose of this agreement are as follows:

Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

NOTE: Birthday Holidays shall be observed each year in accordance with Section 6.

Section 2.

Probationary, temporary, seasonal, and employees on suspension shall not be entitled to holiday pay.

Section 3.

When a holiday falls on a workday, the employees will be given that day off with pay provided the employee works their scheduled day immediately before and immediately after the holiday except in cases where the employee has scheduled leave time more than 30 calendar days in advance, illness or injury confirmed by a doctor's note, bereavement, or as otherwise approved by the employee's department head..

Section 4.

When a holiday falls on a Saturday, it will be taken off on the preceding Friday. If the preceding Friday is already a holiday, then the following Monday will be considered the day off.

When a holiday falls on a Sunday, the following Monday will be considered the day off. If there is already a holiday on Monday, then the following Tuesday will be considered the day off. For continuous operation employees, holiday pay as defined in Section 5 will be paid to employees who work on the calendar holiday, and not those working on the day off observed by non-continuous operation employees.

Section 5.

Whenever it is necessary for an employee to work on a holiday, the employee shall be compensated at the regular rate of pay for the holiday, and shall be additionally compensated for those regular hours worked at the overtime rate of pay.

Section 6.

The Birthday Holiday will be taken off by the employee within a sixty (60) day period, thirty (30) days prior to his/her birthday or thirty (30) days after his/her birthday. If for some reason the employee is denied his/her birthday holiday during this period of time, it shall be rescheduled.

Section 7.

If a payday falls on a holiday, then the payday will be the preceding day.

ARTICLE 9 SICK BENEFIT PAY

Section 1. Definition Sick benefit pay as used in this Article shall be defined as absence from work because of non-service connected illness or injury; sick benefit pay may also be used in the event of legal quarantine, or in the event of any of the foregoing occurring in the immediate family (spouse or children) requiring verifiable medical attention. Children for this benefit are defined as the employee's stepchild if the employee is currently married to the stepchild's biological parent, biological, or adopted including those children of their current spouse which are children 22 years and younger or a claimed dependent child as defined by the internal revenue code. Such verification shall not be unreasonably requested. The provisions of this Article shall supersede the provisions of the Illinois Employee Sick Leave Act, 820 ILCS 191/1 *et. seq.*

Section 2. Usage

Each employee shall be entitled to receive sick benefit pay for the reasons as defined in paragraph one above. Sick benefit pay shall be payable after one (1) eight (8) hour workday of absence in the amount of seventy-five percent (75%) of the regular base pay. The one (1) eight (8) hour work day non-payable working period shall be waived in the event of hospitalization of the employee, out patient surgery, or accident resulting in emergency medical care. Sick leave bank hours or personal hours, must be used by employees both during the first one (1) eight (8) hour work day absence and also to adjust their sick pay from seventy-five percent (75%) to one hundred percent (100%). (Employees may not elect to take sick time off without pay if they have any sick leave bank hours or personal hours.)

Section 3.

Any accumulated sick leave, sick leave bank, and resulting rights of an employee to payment of percentage of sick leave upon retirement, honorable termination, or death shall be guaranteed to each employee as those rights are accrued as of May 1, 1985, as currently provided in Appendix A of this article.

Section 4. Notification

To receive sick benefit pay, an employee shall communicate with his/her immediate supervisor as far in advance as possible. As a general rule, this notification should be at least one-half (1/2) hour before the start of the shift. The City retains the right (at the expense of the City) to designate a physician to examine the employee and provide competent proof of illness after one (1) day of absence, this right shall not be used in an unreasonable manner.

Section 5. Records

The City shall maintain separate records with respect to sick leave hours used under this Article.

Section 6. Duration

The duration of the benefits of this Article shall not extend for more than fifty-two (52) weeks for each occurrence.

Section 7. Bereavement Leave

When a death occurs in a full-time employee's immediate family the employee shall be granted a paid leave of absence (consecutive work days) in accordance with the following schedule. The employee shall provide an obituary or other reasonable proof to their department head within three (3) days of returning to work.

A One (1) Day Paid Leave

Great Grandparent or great grandparent by marriage, great grandchildren, niece or nephew, aunt or uncle.

B Two (2) Days Paid Leave

Step-siblings

C Three (3) Days Paid Leave

Brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent and grandparent-in-law, grandchildren.

D, Five (5) Days Paid Leave

Spouse, children, and stepchildren if the employee is currently married to the parent of the stepchild, employee's parents or legal guardian.

Section 8. Personal Days

Beginning January 1, 2015, employees shall be granted forty-eight (48) personal hours per fiscal year.

The employee shall be obligated to give a twenty-four (24) hour notice to the Department Head, when in need of personal time. In the event personal time is used as a sick day, notification must be

given thirty (30) minutes before the start of the workday or shift. Only one (1) personal day (8 hours) shall be taken at a time, unless more than one consecutive day is approved by the Department Head. With the approval of the Department Head, personal time may be used in half (1/2) hour increments.

Only in extreme emergency shall the Department deny the personal time. Further, the Department Head shall be consistent in granting personal time.

Employees may elect to carryover up to sixteen (16) hours of personal time each fiscal year.

Section 9. Subrogation Provisions for Sick Leave and/or Medical Plan

If an employee has rights to recover from a third party all or part of any payment made by Employer (City) under this benefit, the acceptance of payment of this benefit by Employee shall be deemed Employee's agreement to transfer those rights to Employer (City). The Employee must do nothing to impair Employer's (City's) right to seek reimbursement from a third party for payments made under this benefit.

At Employer's (City) request, Employee will assist Employer (City) in enforcing those rights against third parties, including the execution of documents by Employer naming Employee as a plaintiff in suit against third party. If it is necessary to bring suit or execute documents in enforcing those rights against third parties, the Employer (City), shall bear the cost. If Employee receives payment from a third party as compensation for a loss, injury or damages for which a payment is made by Employer (City) under this benefit, Employee shall reimburse Employer (City) for the benefits received to the extent of payments made by a third party to Employee. Any amount received by Employee from a third party in excess of payments made by Employer (City) under this benefit, shall be retained by Employee.

Section 10. Outside Employment Prohibited While Sick

Employees receiving sick benefit pay from the City shall not be employed in any other manner if the secondary employment has similar duties, or other duties, which, in the opinion of a licensed medical physician, prolong the employee's recovery period and return to work; under no circumstances shall an employee have secondary employment with similar duties during the employee's regular hours of work for which he is receiving sick benefit pay from the City. Any employee who is in violation of this Section forfeits the continuing compensation provided for by this article from the time the secondary employment begins.

Section 11.

The City shall pay sixty percent (60%) of the employee's accumulated sick leave upon retirement or death of the employee, retirement being at age fifty five (55) or twenty (20) years of service with the City of East Moline, provided however, that all sick days accumulated prior to September 1, 1976, shall be placed in escrow and shall be paid at the rate of seventy five percent (75%) of accumulation upon retirement.

Section 12.

The City shall pay twenty percent (20%) of the employee's accumulated sick leave upon honorable termination of employment, provided however, that all sick days accumulated prior to September 1, 1976 shall be placed in escrow and shall be paid at the rate of twenty-five percent (25%) of accumulation upon honorable termination.

Section 13.

The City shall pay the employee sixty percent (60%) of his/her accumulated sick leave up to a maximum of three hundred (300) hours upon retirement, retirement being at age fifty five (55) or after twenty (20) years of service with the City of East Moline, or upon the death of the employee to his/her dependent survivors, and twenty percent (20%) of the employee's accumulated sick leave up to a maximum of thirty (30) hours upon the honorable termination of the employee.

Section 14.

Sick leave hours accumulated through April 30, 1979, pursuant to Section 11 and 12 shall be frozen. The terms of said Sections shall be applicable to such hours, provided that the employee may use such hours for the purpose provided in Section 11.

Section 15.

For the purposes in Section 11, the employee shall first use sick leave hours accumulated after May 1, the employee shall first use sick leave hours accumulated after May 1, 1979, then the sick leave hours accumulated between September 1, 1976 and April 30, 1979, and lastly, the sick leave hours accumulated prior to September 1, 1976 (if any).

ARTICLE 10 VACATION

Section 1.

Vacation service credits shall be computed from January 1st to December 31st for each contract year. All vacation time shall be given on January 1st of each year. Vacation service credits shall be awarded as follows:

- A. Two (2) work weeks after one (1) year of continuous vacation service.
- B. Three (3) work weeks after five (5) years of continuous vacation service.
- C. Four (4) work weeks after ten (10) years of continuous vacation service.
- D. Five (5) work weeks after fifteen (15) years of continuous vacation service.

Computation of continuous service shall begin on the date the employee becomes classified as full-time for the City. No credit will be given for hours worked as part-time or temporary.

Section 2.

- (A) An employee must qualify for vacations by having been employed by the City for a period of one (1) year from their anniversary date in order to receive two (2) weeks of vacation.
- (B) In computing any such time, any employee who is unable to work due to an occupational accident, sickness, or disease for which he/she receives pay benefits, will be credited for vacation purposes with the hours he/she would have been scheduled to work in the absence of such disability.
- (C) Any employee returning from leave must have a year of service in order to qualify for vacation. This means from the anniversary date (for new employees, or January 1st for long-time employees), to the time of leave will be added to the time worked (beginning with the date the employee started working following the return from leave) for total of one (1) year. The time

gone on leave would not count toward the year of service for this purpose.

Section 3.

- (A) Prior to December 15th of each year, a notice shall be posted in each department stating the weeks during which vacation may be taken and the number of employees who may take vacations in each week. Each employee in the department, commencing with the senior employee, will be permitted to identify the week or weeks during which he/she desires vacation leave. Vacations may not be divided into periods of less than one week or be postponed from one year to another.
- (B) Vacation period shall be taken each year. Employees who do not request a vacation period prior to the end on the eighth (8th) month (August 31st) of the year in which the vacation was earned shall be scheduled for a vacation by the Department Head at any time during the remaining four (4) months of the fiscal year.
- (C) To further qualify for vacation, the employee must be working after January 1st of the year in which the attendance requirement is established.
- (D) In those cases where it is necessary to change the vacation time the employee involved will be given the opportunity to state his/her preference of unassigned vacation time during which his/her services are not needed to meet City requirements.
- (E) Vacation period shall be taken each year except that 40 hours may be carried over if used by May 1 of the following year.
- (F) An employee, who has earned vacation, would be allowed to take said vacation at the end of December and the beginning of January (running the vacation period of the two (2) fiscal years together) if such an arrangement meets with approval of the City Officer.
- (G) All continuous operation employees will be allowed to take vacation in periods of less than one (1) week for a maximum of one (1) week (5 days) per year with the approval of the Department Head. All vacation time in excess of one week must be taken in full week increments. To qualify for consideration of a vacation period of less than one week, an employee must notify and receive permission from the Department Head at least one week (7 days) prior to the requested vacation day.

All non-continuous operation employees will be allowed to take vacations in periods of less than one (1) week with the approval of the Department Head. At least twenty-four (24) hours' notice must be given.
- (H) If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation period shall be extended one (1) additional workday.

Section 4. Vacation Rights in Case of Layoff or Separation.

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vacation, shall be paid for the unused vacation he has accumulated at the time of separation.

ARTICLE 11 LONGEVITY AND SHIFT DIFFERENTIALS

Section 1.

Employees shall be paid longevity pay in addition to regular base pay as follows:

May 1, 2022

5 to 10 years - \$.06 per hour
10 to 15 years - \$.10 per hour
15 to 20 years - \$.17 per hour
20 to 25 years - \$.20 per hour
25 to 30 years - \$.32 per hour
30 to 35 years - \$.37 per hour
35 to 40 years - \$.42 per hour

MAXIMUM TOTAL - \$1.64 per hour

Second and third shift differentials shall be \$0.45 and \$0.55 per hour respectively.

Employees working in non-continuous operations will not receive shift differentials for work during overtime hours.

No shift differential will be paid for time off including, but not limited to, sick leave, disability, worker's compensation, personal days, holidays, vacation, or other leaves of absence.

ARTICLE 12 OVERTIME

Section 1.

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions. Overtime hours will be calculated based upon the actual time worked

Section 2.

All work performed in excess of eight (8) hours in any workday or work shift.

Section 3.

All work performed in excess of forty (40) hours in any workweek.

Section 4.

All on site or job site work performed before or after any scheduled work shift.

Section 5.

Any employee physically called in or substantially required to work from home to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half. Time worked over two (2) hours shall be at the rate of time and one-half.

Section 6.

If an employee is required to work overtime as a continuation of his regular work shift, the employee shall be compensated at time and one -half for the actual time worked. This provision applies only to the

end of an employee's regular work shift. Employees required to work overtime prior to their regular work shift will be compensated as per the two (2) hour minimum in Section 5.

Section 7.

Interpretation of time and one-half rule for over forty (40) hours in a week: The five (5) scheduled days within each seven (7) days calendar week will be counted toward the first forty (40) hours. (Time and one-half will then be paid for all work performed in excess of eight (8) hours in any scheduled work day or work shift; all work performed before or after any scheduled work shift or any scheduled work week as explained in the interpretation above; and as described in "5" and "6" of Local 1234 contract.) For further interpretation purposes: Although an individual is scheduled to work five (5) days but receive less than five (5) day's pay, perhaps because the person is out of sick leave, that person will still receive time and one-half for work performed on their day off. Holidays falling on a day off (a non-scheduled workday) will be paid at the regular eight (8) hour rate.

Section 8.

Except for an emergency situation, overtime shall be distributed equally among the employees within each department, provided the employee is qualified to perform the duties within the required overtime schedule. (Round Robin)

If the City mistakenly does not offer overtime to an employee, they shall equalize it during the next five (5) weeks.

No employee shall be required to work more than twelve (12) consecutive hours, and no employees shall be permitted to work more than sixteen (16) consecutive hours, whether within a single workday or over two (2) workdays.

Section 9. Round Robin for Non-Continuous Employees

Scheduled or planned overtime assignments, subject to the exclusions for emergency situations and on-call as explained below, will be rotated among employees qualified to perform the duties so as to attempt to provide an equal number of overtime opportunities.

Overtime assignments will be made in inverse order of the total number of overtime hours worked by each employee. The eligible employee with the lowest amount of overtime work will be called first and so on until enough employees have been scheduled to perform the overtime assignment. An employee will be charged for the actual overtime hours worked. If an employee is called and refuses or is unavailable for overtime, the overtime hours worked by another employee will be added to the overtime totals of each employee refusing or who is unavailable. Employees on vacation shall be subject to call for emergency overtime, and shall be charged for any hours which they are not available.

On May 1 of each year a new overtime list will be established based upon department seniority. All employees will start with a zero (0) overtime balance regardless of the overtime balance as of December 31st of each year. Each person will be offered overtime one (1) time in order of seniority before equalization in accordance with paragraph two (2) will be enforced.

Overtime rosters shall be updated and posted within forty-eight (48) regular working hours (2-24-hour days) after the last overtime assignment has been concluded. Regular working hours is defined as hours

when the administrative offices of the City are open to the public.

The City is occasionally faced with emergency situations or situations which may need technical, expert, or experienced employees. In these cases, the City will attempt to call such employees in for overtime before calling other employees. In such cases the employee involved will still be charged for the overtime.

Section 10 Compensatory Time

Employees may choose to receive comp time instead of overtime (up to 32 hours in comp time bank). Any hours above 32 shall be paid in their regular check. Requests for comp time leave shall be requested in advance and should not be unreasonably denied unless doing so would unduly disrupt the operations of the affected department if the request would cause the city to incur overtime to cover the requested time off.

Section 11 On-call

Any department having an on-call program or policy shall have that program or policy posted in writing. Recognizing each department may have different requirements to fulfill their on-call requirements each department may have an independent policy.

The purpose for an on-call program or policy is for each department to have an efficient means to maintain operations in case of an emergency requiring an immediate response or to have a point of contact for operational questions on a 24-hour basis. The union recognizes the need for on-call participation and shall work with management to keep city services fulfilled.

Compensation: On-call employees will receive two (2) hours of compensatory time for each weekday on-call. On-call employees shall receive three (3) hours of compensatory time for each weekend day and/or union holiday(s), excluding birthday holiday, that they may be on-call. The maximum accumulation of compensatory time is thirty-two (32) hours. At the end of each pay period, compensatory hours above the maximum of thirty-two (32) will be paid out at the regular rate of pay.

On-call employees shall be subject to call in or take phone calls, text messages, or by other electronic means as directed by supervisor. On-call employees who physically must report to work or a job site shall be paid the overtime rate in addition to the on-call compensatory time.

If and on-call employee requires additional staff to report to work to cover an emergency, every effort should be made to utilize the Round Robin Method for call-in if the next in line is qualified to perform the work.

ARTICLE 13 WAGES

Section 1. Wage Schedule

All Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered part of this Agreement.

Section 2. Cost of Living

For the fiscal year beginning May 1, 1986, all employees shall be paid according to cost of living allowances previously granted to each employee and in effect on April 30, 1982. The attached Cost of Living Allowance shall be considered a part of this Agreement. The COLA will be frozen during the term of this agreement.

Section 3. Classifications.

The City will classify in the proper classification, consistent with the duties and responsibilities of each individual employee, as contained in the classification plan. The City shall have the continuing obligation and right to apply the proper classification consistent with the description of the classification. The Union shall have the right to review and discuss with the Employer said classification before they are adopted. The classifications will be attached to this Agreement as Appendix B and be considered part of this Agreement.

The City will provide all employees a copy of their job description. The City will print the wage scale, labor grades, and language describing the process of advancing up or down the wage scale in the contract book.

Section 4. Evaluations

Evaluations will be done by the Department Heads.

Section 5. Base Pay Increase

Each employee shall receive a base pay increase of three percent (3%) on January 1, 2022, three percent (3%) on January 1, 2023, and two and one-half percent (2.5%) on January 1, 2024. Wages will take effect at the beginning of the first full pay period in the fiscal year.

For the purpose of calculating the pay increase, the base pay does not include longevity pay.

Section 6. Educational Incentives

Employees working in the Water and Wastewater Plants who satisfy the IEPA certification requirements will receive educational incentive pay as outlined in this section. Employees with the proper certifications will have bidding preference over senior employee without certification. Current employees at the water and sewer plants as of March 3, 1999, will be grand-fathered according to their current classification and wages, however this grand-fathering will occur only as long as the employee remains in their current classification.

Current (4-30-99)

New (5-1-99)

Operator helper - grade 2
Maintenance tech. – grade 3

water/waste technician

no license
Class C or 3
Class A or 1

grade 2
grade 3
grade 4

Operator – grade 4
Belt press operator
Water Operator- Class A-grade 5

water/waste operator

no license
Class C or 3
Class A or 1

grade 3
grade 4
grade 5

Maintenance assistant grade 2

maintanance asst.

no license
Class C
Class A

grade 3
grade 4
grade 5

Maintanance chief – grade 6
And
Chief maint Mechanic – grade 6

water/maint. Chief

Class C or 3

grade 6

Waste lab tech – grade 5

water/waste lab tech.

Class A or 2

grade 5

(Out of grade position only, as needed)

Waste utility worker – grade 5

waste utility worker

Class 2

grade 5

Maint. Mechanic – grade 5

same title

no license
Class 3
Class 2

grade 3
grade 4
grade 5

Water Lead Operator

same title

Class A
Lab Certified

grade 6
grade 7

Electrician

same title

no certificate

grade 6

Electrician

same title

certificate

grade 7

ARTICLE 14 PHYSICAL EXAMINATION

Section 1. Pre-Employment Physical

All new employees shall submit to a physical checkup when employed by the City, physician to be designated by the City, at the expense of the City.

Section 2. Medical Reports

Whenever physicians for the City have made a physical examination or laboratory test, a report thereof will be given to the personal physician of the employee involved upon the written request of such employee.

Section 3. Hepatitis B

The City shall provide and pay for immunization against hepatitis B, conversion tests, and boosters, if needed, to all employees.

ARTICLE 15 PROBATIONARY PERIOD

Section 1.

Every new employee shall be a probationary employee for the first thirteen (13) pay periods of employment. All days of absence exceeding five (5) consecutive workdays, must be made up in order to complete the probationary period.

Part-time, seasonal, or temporary employees shall not count their service time towards the thirteen (13) pay periods probationary period if they are reclassified as full-time, nor shall it count for any fringe benefit determination.

A probationary employee shall have no seniority rights, but when such rights are acquired upon the completion of the probationary period, service will date back to the beginning of employment.

Section 2.

During a new employee's probationary period the City may, at its option assign, transfer, or dismiss any probationary employee without question, since they have no seniority rights. Such action would result for items such as poor performance, absenteeism, insubordination, and other items deemed by the Department Head to be detrimental to the operations of the City.

ARTICLE 16 SENIORITY

Section 1. Promotions

Seniority shall govern all promotions where the employee has the qualifications necessary to perform the position in a capable manner. The City officer(s) in charge will be responsible in determining the employee's qualifications.

- (a) City-Wide Seniority: City-Wide Seniority shall, for the purpose stated in this Agreement, be defined as the length of service of an employee with the City in a recognized Local 1234

classification.

- (b) Departmental Seniority: Departmental Seniority shall, for the purpose stated in this Agreement, be defined as the length of service of an employee within a department, in a recognized local 1234 classification.
- (c) City-Wide Seniority and Department Seniority may or may not be representative of an equivalent length of service.
- (d) Office and Engineering classifications were recognized by the City effective May 1, 1974.

Section 2. Bid Notice

The City Officer(s) in charge shall post a notice of position(s) available on all City bulletin boards. Said job notice bulletin(s) shall be posted for a period of five (5) working days.

- (a) Listed below are the job bidding procedures that have been established.

Step 1.

When a job opening occurs in a department, employee(s) within the department shall be given preference to bid upon the job opening, and award of the job shall be based upon Departmental Seniority, and qualifications within the bargaining unit.

Step 2.

If no employee(s) within the department bid on the job, then employees from other departments can bid on the job. The award of the job will be based on the employee(s) City - Wide Seniority within the bargaining unit, and qualifications.

Section 3.

All promotions shall be subject to a probationary period of thirty (30) days, worked on the job. If an employee is found to be unqualified, the employee will be reinstated to their prior position from which promoted.

Section 4.

The City Officer (s) in charge will review with the probationary employee, his or her progress. At the end of the probationary period, a determination of the employee's performance and job qualification shall be provided to the employee for review.

Section 5.

During the probationary period, the employee will be paid at the rate for the classification to which they are promoted. The probationary period shall be thirty (30) days worked on the job. The employee's department seniority will start on the day on which they came into the department, and the employee shall have the right to exercise his or her seniority accordingly.

Section 6.

Seniority in general, shall govern all transfer(s), shift assignment(s), job assignments, and job postings where the employee's capability and job performance merit the position. A senior employee is entitled to shift preference in the same job classification once a year. The effective date of the bump will be thirty calendar (30) days after written notice.

Section 7.

Any employee who is promoted from a union position to an exempt position shall retain credit for their

earned union seniority, however, if the employee is allowed at a later date to return to a union position from an exempt position he/she shall not be allowed to use his/her previously earned union seniority for job bidding for the re-entry union position. The employee shall be able to use his/her previous earned union seniority on all subsequent job bids.

Section 8. Seniority List

The City will post monthly an up-to-date seniority list in each department.

Section 9. Bidding Units

The job-bidding units are as follows:

1. Sewer Plant
2. Engineering
3. Community Service Officer
4. Building and Grounds
5. Water Plant
6. Maintenance Services
 - a. Street
 - b. Motor Pool
 - c. Park
 - d. Drainage
 - e. Sewer Collection
 - f. Water Distribution
7. Office and Clerical
 - a. Maintenance Service Office
 - b. Water and Sewer Plant Office
 - c. Finance Department
 - d. Police Records

All accumulated Water Distribution time will be credited to Maintenance Services Department time.

LAY-OFF

Section 1.

An employee who is to be laid off will be given as much advance notice as possible, such notice not to be less than three (3) working days.

Section 2.

When it becomes necessary to decrease the force, all probationary or part-time employees shall be the first to be laid off.

Section 3.

Should further reduction in the force be necessary, seniority will govern if the longer seniority employee is capable of performing the work of the shorter seniority employee. For this purpose the longer seniority employee will be deemed capable of performing the work of the shorter employee if

the longer seniority employee does not require more than one (1) week break-in period.

Section 4.

When employees are recalled from lay-off, they will be returned to work in the order of seniority on position they can perform.

Section 5.

At each lay-off or recall following lay-off, the City may designate certain individual employees whose services are required under special circumstances then existing, with the mutual agreement between the City and the Union. Such employee may be retained in, or recalled to service regardless of their seniority.

Section 6.

The Union has the right to waive the terms of this clause by written agreement with the City providing for another mutually agreeable method of achieving a short-term reduction in force.

ARTICLE 17 LEAVES OF ABSENCE

Military Leave:

The City will comply with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), and the Illinois Service Member Employment and Reemployment Rights Act (“ISERRA”), 330 ILCS 61/1-1 et seq.. as amended from time to time.

A bargaining unit member who is a “service member” as defined in ISERRA is entitled to military leave while performing “active service”. During such leaves, the bargaining unit member’s seniority, tenure track, and other benefits shall continue to accrue. During periods of military leave for active service, public employees shall receive differential compensation between the employees’ regular rate of pay and any lesser military compensation.

Governmental Leave:

For the purpose of enabling employees to participate in the affairs of the government, the City shall grant, upon written notice from the employee, leave of absence to employees who are elected to City, County, State, or who are appointed to serve unexpired terms of such elective positions. Such leaves of absence may be renewed at the option of the City upon written request for successive terms.

Maternity Leave:

Any female employee who becomes pregnant will be granted leave of absence with pay in accordance with the current sick leave provisions if the City receives written documentation from her physician stating that she is unable to perform her regular duties, or other related duties as assigned by the Department Head.

The employee may also request an unpaid leave of absence for maternity leave not to exceed a total of twelve (12) months for the combination of both the paid and unpaid time off.

Employees shall retain and accumulate seniority as though employed by the City during authorized leaves of absence.

Educational Leave:

A leave of absence for a period not to exceed one (1) year may be granted an employee, upon written request to the City Council, as decided by the Council in its discretion, for the employee to attend a recognized college, university, trade or technical, for job related study or training. Such leave shall be for good cause and shall be without pay.

Union Leave:

Local union representatives shall be allowed time off without pay to attend State and International Conventions, and/or State or area wide meetings, provided that such representative gives reasonable notice to his/her supervisor, and provided that the leave does not cause any additional cost to the City or any scheduling problems.

General Leave:

The City may grant a leave of absence without pay, for a good and reasonable cause, as decided by the City Council in its discretion, not to exceed one (1) year.

Unreported Absence:

An employee who is absent from work in excess of three (3) working days without reporting to the City Officer or is absent from work in excess of three (3) working days without reasonable cause for such absence will be discharged.

An employee who has been absent from work in excess of three (3) working days without reporting to the City Officer, and whose seniority has been considered broken, will be reinstated with full seniority rights if he/she submits satisfactory evidence that this absence was for a legitimate reason and that his/her failure to report was reasonable under the circumstances, but no back pay will be granted in such cases.

FMLA Leave:

FMLA leave shall be granted as provided by law. The Employer shall negotiate any mandatory subject of bargaining by law.

ARTICLE 18 JURY DUTIES

Section 1.

Any employee shall be excused from work on a workday on which he/she performs jury service or is issued a subpoena by a court to appear in person for a case in which the employee is not a party, providing he/she gives prior notice to his /her supervisor, and makes a reasonable effort to report for work during regular working hours to perform as much of his/her regular work as he/she can do.

Section 2.

An employee who is excused for jury duty or a court ordered subpoena and who furnished the City with a statement from the court with regard to jury pay received and time spent on jury service on a regularly scheduled work day, will be reimbursed by the City as follows:

- (A) An employee absent for his/her entire shift will be paid the difference between jury pay and

his/her regular wages.

- (B) An employee who performs jury services and works on the same day will be paid the difference, if any, between his/her actual earnings for the day plus the jury pay and his/her regular wages.
- (C) An employee who is called for jury services, responds to the call, and loses time from work, but is not accepted for jury service, will receive an amount equal to his/her regular wages for such time lost, provided he/she returns to his/her job promptly.
- (D) An employee absent for his/her entire shift due to a court ordered subpoena will be paid his/her regular wages.
- (E) An employee who is summoned to court through a subpoena, responds to the call, and loses time from work, but is relieved of that duty prior to the completion of his/her regularly scheduled shift will receive an amount equal to his/her regular wages for such lost time, provided he/she returns to his/her job promptly.

ARTICLE 19 VOTING

Section 1.

In the event an employee's work schedule will not permit him or her to vote in any Federal, State, or Municipal election, he/she shall be allowed the necessary time off to vote without loss of pay.

ARTICLE 20 TEMPORARY APPOINTMENTS AND ASSIGNMENTS

Temporary Appointments

Section 1.

Temporary appointments, to replace a full-time employee for a period of up to six (6) months in duration, may be made from eligible lists when practical, or from any other service of persons, including part-time and temporary employees, who meet the minimum qualifications necessary to perform in the position available in a capable manner. The City will furnish a description of duties and an estimated period of time an individual shall fill said positions with a maximum of six (6) months. Thereafter the job will be reviewed by the City and subsequently posted if the job is deemed vacant. If the temporary employee is replacing an employee covered by USERRA the city may extend the temporary assignment by mutual agreement beyond six (6) months up to the end of the protected employee military obligation. If a temporary employee is hired permanently into a different AFSCME 1234 position, a new temporary employee may be appointed to fill the USERRA protected vacancy.

Section 2.

Any employee filling a temporary appointment who is continued in City employment beyond six (6) months shall receive credit for all time earned while employed by the City upon being hired full-time.

Section 3.

In the event a temporary promotion becomes permanent, the employee shall receive seniority rights and credit toward merit raises of all time worked in the higher classification.

Section 4.

It is the intent of the City that temporary appointments shall be made for the purpose of replacing full-time employees who are absent from work because of a formal leave of absence granted by the City, sick leave or temporary disability leave, military leave, or for emergency hiring, and it is not the intent of the City to make temporary appointments to replace full-time employees.

Temporary Assignments

Section 1.

The employer may temporarily assign an employee covered by this agreement to other duties. Such assignment shall in no way interfere with the Union's right to represent the employee, and in no case shall the employee's wages be reduced during such temporary assignment.

Section 2.

Whenever an employee is assigned to duties carrying a higher rate of compensation, he/she shall be paid the higher rate for such employment. (If assigned duties at the start of the day.)

Section 3.

Employees assigned temporary assignment, when assignment is concluded, shall be returned to the position from which they were transferred with their original classification, if that position exists.

ARTICLE 21 WORKERS' COMPENSATION

Section 1.

The City will compensate employees for all work related injuries or illnesses in accordance with the provisions of the Illinois Workers' Compensation Commission, with the following modification: the employee will be compensated at the rate of 66.6% from day one (1) rather than after the three day waiting period.

Section 2. Outside Employment Prohibited

During the period an employee is disabled due to a work-related injury, and is receiving the benefits as listed in Section 1 above, he shall not be employed in secondary employment in a similar job with similar duties. Also, under no circumstances shall an employee have secondary employment with similar duties during his regularly scheduled hours of work for which he is receiving worker's compensations benefits from the City. Any person who is employed in violation of this section forfeits the continuing compensation provided for by this Article from the time such employment begins. Any salary compensation due such person from Workers' Compensation or from other types of insurance, which may be carried by the City, shall revert to the City during the period for which continuing compensation is paid to such person under this Article.

Any disabled person while receiving compensation under the provisions of this Article shall not be entitled to any benefits for which he would qualify because of his disability under the provisions of the Illinois Pension Code.

Section 3. Workers Compensation Medical Appointment Guidelines (Non-Emergency Evaluation or Treatment)

The prevention and treatment of work-related injuries/illnesses is the responsibility of both the City and the employees. Every effort should be made by both parties to prevent injuries/illnesses. Likewise, both parties are responsible for seeing to it that proper medical care is received so that an employee avoids needless suffering and is able to return to work as soon as possible. This is mutually beneficial to the employee and the employer.

The following guidelines have been established to provide a consistent policy for the treatment of work-related injuries/illness. These guidelines are in accordance with the Handbook on Workers' Compensation and Occupational Diseases, which is published by the Illinois Workers' Compensation Commission.

TREATMENT AT CITY-DESIGNATED MEDICAL PROVIDERS

The City will designate medical providers that employees are required to be evaluated by. These medical providers have experience and training in diagnosing and treating occupational injuries/illnesses. After this evaluation employees may choose to receive treatment from this provider, or they may choose to be further evaluated and treated by a medical provider of their own choosing. Upon return to work employees must provide their supervisor with a copy of their status to return to full or light duty, as well as any future scheduled medical appointments.

All non-emergency medical evaluations, therapy, and follow-up appointments at City-designated medical providers shall be scheduled by employees during the first or last 90 minutes of their work shift unless an appointment cannot be scheduled during such time. Employees must notify their supervisor of any medical appointments at least 24 hours in advance. Employees will receive their normal pay for such appointments, and will not be required to use any personal, sick, or vacation bank hours. No overtime will be paid to employees for medical evaluation or treatment under any circumstances.

TREATMENT AT EMPLOYEE-CHOSEN MEDICAL PROVIDERS

Employee chosen medical evaluation and treatment shall be scheduled after the employee's work shift whenever possible. If the medical provider does not have office hours after the employees work shift then the employee will be allowed to schedule an appointment during working hours, however, it must be either within the first or last 90 minutes of their work shift. Employees are required to use sick leave bank hours in half-hour increments or personal hours in half hour increments to attend medical appointments of their choosing during working hours. Time off without pay is not allowed unless the employee has no sick leave bank hours or personal hours. Upon return to work employees must provide their supervisor with a copy of their status to return to full or light duty, as well as any future scheduled medical appointments.

ARTICLE 22 SEVERANCE PAY

Section 1.

Employees who leave the service for any reason shall receive all pay, which may be due them with the following qualifications:

- (A) Employees shall be paid for all earned vacation provided that the City is notified by the employee of his/her leaving, two (2) weeks in advance, or sufficient reason is given in the absence of such

notice.

(B) An employee who owes money to the City at the time of his/her separation, shall have his/her final pay applied against the account in whatever amount may be needed to satisfy it and shall be given a receipt for the amount credited. Partial payment of an account by application of final pay shall not release an employee from any balance remaining due. All City Officials and City employees must keep all accounts due the City paid up to date. Any overdue amounts due the City may be withheld from wages or salary due the City officials or employee.

Section 2.

In the case of the death of the employee, his/her estate shall be paid all money due the employee at the time of his/her death.

Section 3.

Any permanent employee in the City's employment on May 1st of the current year who resigns after that date is entitled to and shall receive any and all retroactive pay due him/her. (*This does not include probationary, seasonal, etc.*)

ARTICLE 23 HEALTH AND ACCIDENT INSURANCE

Section 1. Employee Contributions

The City shall offer health and accident insurance for all full-time employees and their qualified dependents, in accordance with provisions of the City's Health Care Plan.

Employees shall contribute to the plan at a monthly rate, based on a percentage of the Premium rate for family coverage and for single coverage, as follows:

Employees shall contribute to the plan at a monthly rate of 20%.

Section 2. Health Care Planning Committee

AFSCME Local 1234 is a party to the Agreement creating the Joint Labor/ Management Health Care Planning Committee of East Moline attached to this contract as exhibit Appendix E.

Section 3. Retiree Continuation

Effective January 1, 1994, an employee who retires (starts receiving a City pension) with twenty (20) or more years of service with the City of East Moline and is age fifty-five (55) or older may continue the health insurance coverage provided for in this Article, including dependent coverage, provided that the employee elects to pay for health insurance at the same rate as active employees. Employees who have retired prior to January 1, 2010 shall continue to pay for health insurance at the same rate they paid when they retired. Employees retiring with thirty (30) or more years of service with the City of East Moline at age 55 or older may continue health insurance coverage at a premium rate, which is 3% less than the most recent retiree rate ineffect.

Any retiree of the City of East Moline who begins employment with a new employer shall enroll in the health insurance, if available, through their new employer. If they have family coverage through the city and family coverage is available through the new employer, they shall also enroll their dependents in the plan of the new employer. The city will provide secondary insurance to the retiree and enrolled

dependents at no cost. Once the retiree is no longer employed, the retiree and any dependents eligible on the date of city retirement shall become primary on the city plan and the retiree will be charged premium percentages in effect for retirees.

For employees hired on or after April 1, 2022, the City shall not pay any portion of the health insurance premiums of the City of East Moline's group health insurance program for retired employees or their dependents. Retired employees shall be permitted to continue health insurance coverage with the full cost of health insurance premiums the responsibility of the retiree. In lieu of paying a portion of the health insurance premiums, the City will contribute one thousand five hundred fifty dollars (\$1,500) per year on the first full pay period beginning on or after June 1st to a Retiree Health Savings Account or similar savings mechanism on behalf of non-probationary employees hired after April 1, 2022 during the employees first ten (10) years of employment. Every year thereafter until separation, the City shall contribute one thousand five hundred dollars (\$1,500) in to the employees Retiree Health Savings Account or similar savings mechanism. Said employees in the bargaining unit may collectively determine to contribute an additional voluntary amount per pay period to their Retiree Health Savings Account or similar savings mechanism through a payroll deduction as allowed by federal and state tax regulations.

Retiree Premiums Prior to January 1, 1994

All retirees who have elected to continue insurance prior to January 1, 1994, shall continue to receive coverage under their current premium terms.

Surviving Spouse Continuation

The surviving spouse of: 1) a retiree (receiving a pension), 2) a non-retiree who has separated employment with the City after twenty (20) or more years of service with the City of East Moline, or 3) an active employee with twenty (20) or more years of service with the City of East Moline may continue the health insurance coverage of the deceased employee under the same terms, if the City receives notification in writing within thirty (30) days of the employees death. The premium cost for the surviving spouse of an active employee will be subject to the same terms as provided for an employee as defined below in the Section, which describes "Continuation of Non-Retirement Separation". The premium rate will be based upon the age of the employee at death, not the age of the surviving spouse. The surviving spouse may not continue coverage if the marriage occurred after the employee's retirement date, or after separation from the City prior to retirement.

Continuation for Non-Retirement Separation

IMRF employees who leave employment honorably at the City with twenty (20) or more years of service with the City of East Moline who are not age fifty-five (55), may elect to continue insurance coverage by paying 100% of the insurance premium (with annual rate adjustments) until they reach age fifty-five (55). At age fifty-five (55) they will be eligible to continue the insurance coverage by paying the cost of the retiree rate in effect on that date (with future rate adjustments). A deferred pensioner whose hire date with the City of East Moline is prior to April 1, 2022, and who begins employment with another employer and obtains health insurance through that employer as detailed in the above section, shall be provided secondary insurance at no cost to them. A deferred pensioner with a hire date of April 1, 2022 or later shall be permitted to continue health insurance coverage with the full cost of any program premium the responsibility of the deferred pensioner.

Section 4. Life Insurance

The City shall provide coverage of \$10,000 in Life Insurance for employees and \$4,000 for eligible retirees who are enrolled in the health plan. Employees will also receive coverage in the amount up to \$20,000 for Accidental Death and Dismemberment.

ARTICLE 24 LIFE INSURANCE

Section 1.

In addition to the life insurance included in the Health and Accident Policy, it is possible for an employee to subscribe for a certain amount of additional Life Insurance. This additional life insurance is available only if a specified percentage of employees agree to participate. The cost of this benefit, if desired, is borne by the employee with no contributions being made by the City.

ARTICLE 25 UNIFORM, PROTECTIVE EQUIPMENT, AND LICENSING

Section 1. Uniform

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer.

An employee may opt out of the above provision annually on January 1st. An employee who opts out shall notify the employer by December 1st each year shall receive a four hundred dollar (\$400) uniform allowance. The employee who opts out shall be required to maintain, dry clean, launder, and/or tailor their work clothing.

The work attire for employees shall be established by department policies and shall be based on OSHA safety standards. Employees shall be obligated to purchase sufficient work attire to enable the employee to report for work each day dressed for work in the approved attire. Employees shall not wear shirts with logos, pictures, or wording other than "City of East Moline", "Department Name", or City or Union logos. Pants shall not have rips, tears, or holes. Wearing shorts is generally prohibited for safety unless specifically authorized by the Department Head. Sweatshirts and jackets shall conform with ANSI certified requirements, or an ANSI certified protective vest must be worn.

The City shall provide all other safety equipment as required by Illinois OSHA.

A Safety Committee of three (3) members shall be established by the Union. Any safety problem within a department shall be discussed with the respective "Department Head".

Section 2. Safety Glasses.

Employees working in an environment, which requires the use of safety glasses, will be issued such glasses by the City. Safety glasses shall mean the lenses, frame, and side shields, which meet the OSHA specifications.

If an employee feels that their job requires safety glasses then they shall inform their supervisor who will make the determination of the need in accordance with the OSHA standards. The City Administrator will

review any disputes.

If there is a need for prescription safety glasses, the Department Head must issue an authorization slip to the employee, which allows them to go to a vendor selected by the City to order their safety glasses.

If the job requires safety glasses it will be the obligation of the City, Local 1234, and the employee to ensure that they are worn at alltimes.

In some work sites, the Department Head may require that goggles or other protective equipment be worn in addition to the safety glasses so as to be in compliance with OSHA standards.

Section 3.

Employees shall be reimbursed for the reasonable replacement cost or repair of prescription eye glasses (up to \$150) and/or for wristwatch (up to \$25) if it is destroyed or damaged while on duty subject to the following provisions:

- 1) No reimbursement will be paid if the employee was not working safely or wearing the proper safety protection.
- 2) The employee must present a paid receipt for the replacement item to his/her supervisor.

Section 4. Community Service Officer Uniforms

The Community Service Officer will receive \$750 per year, with payments of \$375 in April and October.

Section 5. Safety Shoes

The City will reimburse employees, up to a total of Two Hundred Dollars (\$200.00) per fiscal year for the purchase of safety shoes if the job requires them as determined by the Department Head. A maximum of two (2) purchases per fiscal year will be 'allowed. Employees shall be required to wear the safety shoes while at work. The employee must present a receipt, which states that the shoes are OSHA approved.

Section 6.

The City will reimburse employees for the difference between the cost of maintaining a regular driver's license and a Commercial Driver's License (CDL) provided the City requires the employee to have and maintain the license. The City will reimburse the employee at the time the license is initially obtained and at any time it is required to be renewed.

ARTICLE 26 DISCIPLINE

Section 1.

The City, in directing the working force, may exercise its right to invoke disciplinary measures for good cause.

Employees who are required to have CDL or drivers licenses ("licenses") for their positions can be disciplined in the event their licenses are suspended. Each case shall be handled on an individual basis. In any grievance challenging the City's imposition of discipline for suspension of a license, the City's actions in the past shall not be considered as a past practice by the grievance arbitrator. However, the Union can

present evidence of prior discipline to support an argument of disparate treatment.

Section 2.

The City and the Union agree with the tenants of progressive and corrective discipline. Disciplinary actions or measures shall include oral and written reprimands, suspension and discharge. All suspensions or discharge shall be given in writing. Reasonable disciplinary measures may be invoked for purpose of maintaining efficiency, safe practices, and for participating in any interference with or interruption of work. An employee shall not be demoted for disciplinary reasons.

Discipline shall be imposed as soon as possible after the employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

In any event, the actual date upon which discipline commences may not exceed ten (10) working days after the completion of the pre-disciplinary meeting.

Section 3.

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public, whenever possible.

Section 4. Pre-disciplinary Meeting.

- a) In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and of their right to Union representation, which shall be provided if so, requested. The employee shall also be given reasons for such discipline, including any names and witnesses and copies of pertinent documents.
- b) For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee and the Union and inform them of the reasons for such contemplated disciplinary action including any names of witnesses and copies of permanent documents. The employee and the Union representatives shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 5. Notification and Measure of Disciplinary Action.

- a) In the event disciplinary action is taken against an employee, other than the issuance of an oral warning, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspensions pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances.
- b) An employee shall be entitled to the presence of a Union representative at an investigation interview if he/she request one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 6. Removal of Discipline.

Any verbal or written reprimands shall be removed from an employee's record if, from date of the last

reprimand, one year passes without the employee receiving any intervening disciplinary action. All suspensions shall be removed from an employee's record if eighteen (18) months pass without an employee receiving any intervening disciplinary action.

ARTICLE 27 GRIEVANCEPROCEDURE

Section 1.

Should any dispute arise between the City and Union, including but not limited to the interpretation, application or alleged violation of a provision of this Agreement, they shall be settled under the provisions of this Article.

Section 2.

Grievances shall be resolved in the following manner:

Step 1. The affected employees with a Union Representatives shall meet with the Department Head and present the grievance in writing within five (5) working days after the date of the action giving rise to the grievance. The Department Head shall attempt to resolve the grievance and shall respond to the Union in writing within five (5) working days.

Step 2. If the grievance is not resolved at Step 1, it may be submitted by the Union, to the City Administrator within seven (7) working days after the Department Heads response is due. The City Administrator shall respond to the Union in writing within seven (7) working days.

Step 3. If the grievance is not resolved at Step 2, it may be submitted in writing, by the Union, to the appropriate City Council Grievance Committee within seven (7) working days after the response of the City Administrator is due. Such committee shall respond to the Union in writing within seven (7) working days.

Step 4. If grievance is not resolved at Step 3, it may be submitted in writing, by the Union, to the Mayor, who shall respond in writing to the Union within seven (7) working days.

Step 5. If the grievance is not resolved at Step 4, either party hereto may, within fifteen (15) working days after the response of the Executive Administer (Mayor) is due, by writing notice to the other party hereto, refer the pending grievance to arbitration. The request for arbitration shall be referred to the American Arbitration Association (AAA) or its successor in function, for the selection of an arbitrator pursuant to the voluntary labor arbitrator rules of the AAA. The decision and award of the arbitrator shall be final and binding on the City, the Union and the employee or employees involved. Both parties shall share the arbitrator's fees and expenses equally.

Section 3.

The time limits specified in the preceding Section may be extended by agreement of both parties hereto.

Section 4.

In the event the parties reach an impasse over wages, hours, working conditions and/or failure to bargain in good faith of a successor agreement, the parties shall submit in writing to each other specific issue(s) in

dispute. Either party then may request arbitration pursuant to the procedure in Section 2, Step 5, of this Article.

ARTICLE 28 NO STRIKE - NO LOCK OUT

Section 1.

During the term of this Agreement, the Union agrees that neither it nor any of its members or employees covered by this Agreement, shall participate in, induce or in any other way encourage strikes, and the City agrees that it will not lock-out any employee covered by this Agreement.

ARTICLE 29 DURATION

This agreement shall be effective as of the date of signing and shall be retroactive in force to January 1, 2022 and shall remain in full force and effect until December 31, 2024. The contract as a whole shall automatically be renewed from year to year after December 31, 2024, unless either party hereto shall notify the other in writing prior to September 15, 2024, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than October 15, 2024; this agreement shall remain in full force and effect during the period of negotiations until Notice of Termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party hereto desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which date shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signature.

For The City

For The Union

**APPENDIX 1
BASE WAGE SCALE**

AFSCME LABOR SCALE										
JANUARY 1, 2022 – 3%										
	IA	1B	1	2	3	4	5	6	7	7A
START	\$20.47	\$24.74	\$27.50	\$28.03	\$28.60	\$29.20	\$29.86	\$30.43	\$31.14	\$31.58
1 YEAR	\$20.64	\$24.97	\$27.68	\$28.28	\$28.86	\$29.50	\$30.10	\$30.81	\$31.54	\$31.91
2 YEAR	\$20.76	\$25.15	\$27.87	\$28.52	\$29.08	\$29.77	\$30.37	\$31.11	\$31.79	\$32.11
3 YEAR	\$20.97	\$25.28	\$28.09	\$28.70	\$29.32	\$30.05	\$30.63	\$31.39	\$32.04	\$32.51
4 YEAR	\$21.18	\$25.54	\$28.42	\$28.98	\$29.58	\$30.28	\$30.97	\$31.71	\$32.40	\$32.83
5 YEAR	\$21.32	\$25.74	\$28.56	\$29.15	\$29.86	\$30.52	\$31.28	\$32.06	\$32.68	\$33.21
JANUARY 1, 2023 – 3%										
	IA	1B	1	2	3	4	5	6	7	7A
START	\$21.08	\$25.48	\$28.33	\$28.87	\$29.46	\$30.08	\$30.76	\$31.34	\$32.07	\$32.53
1 YEAR	\$21.26	\$25.72	\$28.51	\$29.13	\$29.73	\$30.38	\$31.00	\$31.73	\$32.48	\$32.87
2 YEAR	\$21.39	\$25.91	\$28.71	\$29.38	\$29.95	\$30.66	\$31.29	\$32.04	\$32.74	\$33.07
3 YEAR	\$21.60	\$26.03	\$28.93	\$29.56	\$30.20	\$30.95	\$31.55	\$32.34	\$33.00	\$33.48
4 YEAR	\$21.81	\$26.31	\$29.27	\$29.85	\$30.47	\$31.19	\$31.90	\$32.67	\$33.38	\$33.81
5 YEAR	\$21.96	\$26.51	\$29.42	\$30.02	\$30.76	\$31.43	\$32.22	\$33.03	\$33.66	\$34.20
JANUARY 1, 2024 – 2.5%										
	IA	1B	1	2	3	4	5	6	7	7A
START	\$21.61	\$26.12	\$29.03	\$29.59	\$30.20	\$30.83	\$31.52	\$32.12	\$32.87	\$33.34
1 YEAR	\$21.79	\$26.36	\$29.22	\$29.86	\$30.47	\$31.14	\$31.77	\$32.52	\$33.30	\$33.69
2 YEAR	\$21.92	\$26.55	\$29.43	\$30.11	\$30.70	\$31.43	\$32.07	\$32.84	\$33.56	\$33.89
3 YEAR	\$22.14	\$26.69	\$29.65	\$30.30	\$30.96	\$31.72	\$32.34	\$33.14	\$33.83	\$34.32
4 YEAR	\$22.36	\$26.97	\$30.00	\$30.60	\$31.23	\$31.97	\$32.70	\$33.48	\$34.21	\$34.66
5 YEAR	\$22.51	\$27.17	\$30.15	\$30.77	\$31.52	\$32.22	\$33.03	\$33.85	\$34.50	\$35.06

AFSCME OFFICE SCALE										
JANUARY 1, 2022 - 3%										
	1	2	3	4	5	6	7	8	9	10
START	\$23.67	\$24.52	\$25.47	\$26.56	\$27.75	\$29.05	\$30.43	\$31.93	\$33.70	\$35.55
6MOS.	\$23.84	\$24.78	\$25.82	\$26.98	\$28.14	\$29.42	\$30.91	\$32.49	\$34.24	\$36.11
1 YEAR	\$24.15	\$25.15	\$26.11	\$27.28	\$28.55	\$29.90	\$31.36	\$32.98	\$34.79	\$36.77
2YEAR	\$24.35	\$25.37	\$26.50	\$27.66	\$28.98	\$30.29	\$31.82	\$33.49	\$35.33	\$37.42
JYEAR	\$24.67	\$25.70	\$26.76	\$28.03	\$29.38	\$30.71	\$32.31	\$34.06	\$35.89	\$38.02
4YEAR	\$24.98	\$25.99	\$27.12	\$28.44	\$29.69	\$31.14	\$32.82	\$34.62	\$36.53	\$38.63
5YEAR	\$25.24	\$26.38	\$27.50	\$28.70	\$30.10	\$31.63	\$33.31	\$35.09	\$37.06	\$39.26
JANUARY 1, 2023 - 3%										
	1	2	3	4	5	6	7	8	9	10
START	\$24.38	\$25.26	\$26.24	\$27.36	\$28.58	\$29.92	\$31.34	\$32.89	\$34.71	\$36.61
6MOS.	\$24.56	\$25.53	\$26.60	\$27.78	\$28.98	\$30.30	\$31.84	\$33.46	\$35.26	\$37.20
1 YEAR	\$24.88	\$25.91	\$26.89	\$28.10	\$29.41	\$30.80	\$32.30	\$33.97	\$35.84	\$37.87
2YEAR	\$25.08	\$26.13	\$27.30	\$28.49	\$29.85	\$31.20	\$32.77	\$34.49	\$36.39	\$38.54
JYEAR	\$25.41	\$26.47	\$27.56	\$28.87	\$30.26	\$31.64	\$33.28	\$35.08	\$36.96	\$39.16
4YEAR	\$25.73	\$26.77	\$27.93	\$29.29	\$30.59	\$32.07	\$33.80	\$35.66	\$37.63	\$39.78
5YEAR	\$25.99	\$27.17	\$28.33	\$29.56	\$31.00	\$32.58	\$34.31	\$36.14	\$38.17	\$40.44
JANUARY 1, 2024 - 2.5%										
	1	2	3	4	5	6	7	8	9	10
START	\$24.99	\$25.89	\$26.89	\$28.04	\$29.30	\$30.67	\$32.12	\$33.71	\$35.58	\$37.53
6MOS.	\$25.17	\$26.16	\$27.26	\$28.48	\$29.71	\$31.06	\$32.63	\$34.30	\$36.15	\$38.13
1 YEAR	\$25.50	\$26.55	\$27.57	\$28.81	\$30.14	\$31.57	\$33.11	\$34.82	\$36.73	\$38.82
2YEAR	\$25.71	\$26.78	\$27.98	\$29.20	\$30.60	\$31.98	\$33.59	\$35.35	\$37.30	\$39.51
JYEAR	\$26.04	\$27.13	\$28.25	\$29.59	\$31.01	\$32.43	\$34.11	\$35.96	\$37.89	\$40.14
4YEAR	\$26.37	\$27.44	\$28.63	\$30.02	\$31.35	\$32.87	\$34.65	\$36.55	\$38.57	\$40.78
5YEAR	\$26.64	\$27.85	\$29.03	\$30.30	\$31.77	\$33.39	\$35.17	\$37.05	\$39.13	\$41.45

**APPENDIX A-1
WAGE SCHEDULE
COST OF LIVING ADJUSTMENT**

1. A cost of living allowance as set forth in this section became effective for the first pay period beginning on or after May 1, 1979.
2. The B.L.S. consumer price index for urban wage earners and clerical workers shall determine the cost of living allowance to be applied quarterly to each wage and shall be applied at the rate of .25 = 1 cent.
3. In no event will a decline in the three (3) calendar months average of the B.L.S. price index provide the basis for a further wage decrease.
4. All C.O.L.A. increases received prior to May 1, 1979, were incorporated into the hourly rates.
5. Effective April 30, 1981, all C.O.L.A. increases received since May 1, 1980, were incorporated into the hourly rates.
6. Effective the first pay period on or after May 1, 1981, all employees did receive a two (2%) percent increase in their hourly rates.

APPENDIX B
LOCAL 1234
CLASSIFICATION AND LABOR GRADES

GRADE	CLASSIFICATIONS
1	Laborer
2	Water/Wastewater Technician
2	Park Maintenance Worker
2	Refuse Collector
3	Community Service Officer
3	Maintenance Assistant
3	Custodian
3	Maintenance Mechanic
3	Operator
3	Belt Press Operator
4	Park Custodian & Labor Aid
4	Truck Driver
4	Packer Truck Driver
4	Park Maintenance Mechanic
4	Truck and Auto Service Worker
4	Maintenance Worker
4	Sewer Service Worker
4	Water Service Worker
5	Concrete Specialist
5	Arc Welder
5	Equipment Operator
5	Automotive Mechanic
6	Sign Person
6	Motor Pool Crew Leader
6	Street Maintenance Crew Leader
6	Sewer Collection/Drainage Crew Leader
6	Water Plant Maintenance Crew Leader
6	Wastewater Maintenance Crew Leader
6	Water Distribution Crew Leader
6	Lead Operator - Water Plant
6	Park Maintenance Crew Leader
6	Electrician- Wastewater Plant
6	Electrician- Water Plant
7	Lab Technician

**APPENDIX B
LOCAL 1234
OFFICE AND ENGINEERING
CLASSIFICATIONS AND LABOR GRADES**

GRADE	CLASSIFICATIONS
1	Clerk Typist
2	Planning Development Clerk
2	Deputy Clerk
3	Police Records Clerk
4	Lead Billing Clerk
5	Secretary
5	Billing Clerk
5	Administrative Assistant
5	Insurance Clerk/Accountant
5	Engineering & Planning Aid
6	Personal Aid
6	Payroll & Purchasing Clerk
6	Engineering Technician I
6	Engineering Aid II
7	Engineering Technician II
8	Maintenance Services Crew Chief

PAY CHANGE FOR CHANGING LABOR GRADES

1. HIGHER LABOR GRADE

When an employee is reclassified to a higher labor grade, he/she will be paid at either the same wage rate in the new labor grade or at the next higher wage rate if the same rate does not exist.

2. LOWER LABOR GRADE

When an employee is reclassified to a lower labor grade due to a voluntary job bid, he/she will be paid at the same wage rate they are currently at if it exists in the lower labor grade. If the same wage rate does not exist, then the employee will be paid at the lesser wage rate closest to their current wage rate.

CLASSIFICATION TRANSFER

When an employee transfers from a Local 1234 classification position to an office and engineering classification position, or vice versa, the employee shall begin in the beginning or start step of the grade assigned to that position, unless the employee had been previously classified as holding that particular position, in which case the employee would receive credit for the time worked when so classified. This is in accordance with resolution 82-10 which was effective May 1, 1982.

CLASSIFICATION ANNIVERSARY DATE

In accordance with resolution 82-11, effective May 1, 1982, when an employee changes to a new labor grade, the employee's anniversary date will be changed to coincide with the date of the change of labor grade, regardless of which step the employee is then assigned.

APPENDIX C DRUG AND ALCOHOL TESTING

Section 1. General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by employees working in AFSCME Local 1234 classifications present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City and Union agree to establish a program that will allow the City to take necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

Section 2. Definitions

- A. Drugs shall mean any controlled substance listed in 720 ILCS, 570/100 (Illinois Compiled Statutes), known as the Controlled Substance Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes designer drugs, which may not be listed in the Controlled Substances Act but have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	Opioids

- B. The term "drug abuse" includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of legally prescribed drugs, which results in impairment while on duty.
- C. Impairment due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of drugs or alcohol in his/her body. When an employee tests at a positive level for drugs or alcohol, impairment is presumed.

Section 3. Prohibitions Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the work day or any of the City's premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in the City Business.

2. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
3. Being under the influence of alcohol or illegal drugs during the course of the workday.
4. Failing to report to their supervisor any known adverse side effect of medication or prescription drugs, which they are taking.

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

Section 4. The Administration of Tests

A. Informing Employees Regarding Drug Testing

All current employees will be given a copy of the Drug & Alcohol testing policy upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

B. Pre-Employment Screening

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

C. When a Test May Be Compelled

There shall be no random, across-the-board, or routine drug testing of employees, except as provided by Section 9 or as is otherwise expressly agreed to in writing by the parties. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When any supervisory exempt personnel has reasonable suspicion to believe that an employee is impaired due to being under the influence, they shall have at least one other non-bargaining unit supervisory personnel confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the City shall notify the Union Representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off duty Union Representative. The employee may also confer with an attorney; however, the testing shall not be delayed longer than one hour. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty.
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse.
3. When an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
4. Where an employee has experienced excessive absenteeism, or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

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

D. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
2. Information provided by an identifiable third party, which is independently corroborated.

E. Order to Submit To Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. The employee may also confer with an attorney. Under no circumstances shall the test be delayed for more than one hour while waiting for or discussing the issue with union or legal representatives. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 5. Conduct of Tests

The City may use Breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a Breathalyzer, with respect to which only item H, below, shall apply), the City shall:

- A. Use only clinical certified laboratory or hospital facility that is licensed pursuant to the Illinois clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
- B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- C. Use tamper proof containers have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.
- D. Collect a sufficient sample of the same bodily fluid or material from the employee to allow for

initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.

- E. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites,
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, with standards in accordance with Section 5 a and b, at the employee's own expense provided the employee notifies the City Administrator within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 or more (or such lesser concentrations may hereafter be established by Illinois State Statutes, such as CDL driving while intoxicated) based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standard shall not preclude the City from attempting to show that test results between .05 and .08 demonstrate that the employee was under the influence, but the City shall bear the burden of proof in such cases.
- I. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
- J. Insure that no employee is subject to any adverse employment action except temporary reassignments with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from a duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel file.
- K. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein, the City shall not use such information in any manner or forum adverse to the employee's interest.
- L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 6. Cutoff Levels

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>INITIAL TEST LEVEL</u>
Marijuana Metabolites	Current Federal DOT Levels
Cocaine Metabolites	Current Federal DOT Levels
Opiate/Opioid Metabolites	Current Federal DOT Levels
Phencyclidine	Current Federal DOT Levels
Amphetamines	Current Federal DOT Levels

All specimens identified as positive in the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below:

	CONFIRMATORY INITIAL TEST LEVEL
Marijuana metabolites*	Current Federal DOT Levels
Cocaine metabolites**	Current Federal DOT Levels
Opiates/Opioids	Current Federal DOT Levels
Phencyclidine	Current Federal DOT Levels
Amphetamine:	
Amphetamine	Current Federal DOT Levels
Methamphetamine	Current Federal DOT Levels

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** B enzoylecgonine

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise; the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g., NIDA or Health and Human Services recommendation) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

Section 7. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 8. Voluntary Requests for Assistance

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem unless the request follows the order to

submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his/ her current assignment, the City may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The City shall make available through the Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 9. Discipline

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

- A. Alcohol Positive Test (.08 and Above)
 - 1st Offense 3 day suspension
 - 2nd Offense 10 day suspension and EAP evaluation
 - 3rd Offense Discharge

- B. Controlled Substance Positive Test
 - 1st Offense 10 day suspension and EAP evaluation
 - 2nd Offense Evaluation Discharge

The levels of discipline listed above for both alcohol and drugs may be increased up to and including discharge at any level of discipline if the employee fails to adhere to the following terms:

- 1. The employee must fully participate in the E.A.P. and other medical treatment.
- 2. The employee must agree to submit to random testing during working hours during the period of after-care treatment.

- C. No Arbitration
Employees who test positive on the third confirmatory test for alcohol and the second confirmatory test for drugs shall be subject to discharge without possibility of mitigation or commutation. The City Administrator is hereby empowered by contract to impose such discharge, and an arbitrator shall have no jurisdiction to review, set aside, or modify such discharge.

- D. Other Discipline
This Section 9 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he/she is unable to properly perform his/her duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using an illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public, employee's well-being, or

city property).

Section 10. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Department Head, the City Administrator, the designated representatives of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 11. Insurance Coverage

The City shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

Section 12. Indemnification

The Employer agrees to hold the Union harmless and to bear any expenses incurred, by the Union in defending litigation arising out of the Employer's negligence or wrongful activity in carrying out the Drug and Alcohol Testing Program.

Section 13. CDL Testing

The parties agree that, in order to protect the safety of employees and the public, the workplace should be free from the risks posed by employee's impaired by the abuse of alcohol and controlled substances. While the parties recognize that abuse of alcohol and controlled substances is a treatable illness, employees found to be impaired while on duty may be subject to discipline up to and including discharge.

It is the policy of the city of East Moline to maintain full compliance with all rules and regulations promulgated under the Omnibus Transportation Employee Testing Act of 1991 issued by the Department of Transportation (DOT) Office of the Secretary and the Federal Highway Administration (FHWA).

All applicants for employment and all employees of the City of East Moline who perform safety sensitive functions or who transfer into a safety sensitive position as defined by the Act including, but not limited to, operators of trucks over 26,000 GVWR who are required to hold a Commercial Driver's License (CDL), as a position requirement.

Section 1. When a Test May be Compelled

A. Pre-Employment Testing

All new applicants who apply for a safety sensitive position will be subject to pre-employment alcohol and controlled substance testing.

Applicants testing positive for a controlled substance or testing a breath alcohol concentration greater than 0.04 will be deemed unqualified for the position.

B. Post Accident Testing

Post accident tests will be required of all employees whose performance could have contributed

to the accident after any accident involving a loss of life, or any accident where the driver of the vehicle was a city employee and was issued a moving traffic violation. Additionally, testing will be required of anyone sustained an injury that required medical treatment away from the scene or any vehicle must be towed away as a result of the employee's action which caused or contributed to the accident. As soon as practicable, following such an accident, a covered employee will be required to submit to a drug and alcohol testing. An employee is prohibited from drinking alcohol for 8 hours following an accident or until undergoing a post accident alcohol test. Any employee who necessarily leaves the scene of an accident before the required tests are administered or fails to remain readily available for testing will be deemed as having refused to submit to the testing and will be subject to disciplinary action in accordance with Section 11 of this Agreement.

C. Random Testing

During each twelve (12) month period, not less than 25% of the average number of employees in this testing pool will be tested at various times for unannounced alcohol testing. Such testing for alcohol may occur at any time immediately before, immediately after, or during the time the employee is performing the safety sensitive function.

During each twelve (12) month period, no less than 50% of the average number of employees in this testing pool will be tested at various times for unannounced drug testing. Such testing for drugs may occur at any time an employee is on duty.

Upon notification by the supervisor of a required test, the employee will proceed immediately to the testing site. Refusal to test will lead to disciplinary action in accordance with Section 11 of this Agreement. All random testing will occur during the employees regularly scheduled hours of work.

D. Reasonable Suspicion Testing

If there is reasonable suspicion to believe that an employee is under the influence of drugs or alcohol while on duty, such employee will be instructed to submit to a drug and alcohol test. Reasonable suspicion will be based on specific observations made by a supervisor or City Official trained in detection of the symptoms of drug and alcohol misuse. Observations will identify the appearance, behavior, speech or body odor of the employee that indicates a reasonable suspicion. The employee will be informed of his right to consult with a Union Representative. Such consultation shall not unduly delay testing.

E. Return to Duty Testing

Any employee whose previous alcohol test indicated concentration greater than 0.04 must undergo an alcohol test resulting in an alcohol concentration of less than 0.02 before returning to safety sensitive function. Similarly, an employee who tested positive for a controlled substance must submit to a testing that results in a negative finding for drug prior to returning to work.

F. Follow-Up Testing

Any employee who had been identified by a Substance Abuse Professional (SAP) as needing assistance in resolving a drug or alcohol problem will be required to submit to a minimum of six (6) follow-up tests during their first twelve (12) months for alcohol, and for a period of twenty-

four (24) months for drugs, following their return to work.

In all cases, a refusal to submit to an alcohol or controlled substance test will lead to disciplinary action in accordance with Section 11 of this Agreement.

Section 2. Testing Procedures

A. Controlled Substance Testing

The employee being ordered to submit to a drug test shall be allowed to give the sample in private.

Only certified laboratories that meet Department of Health and Human Services standards shall be used to conduct the test. The labs must use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of seventy-two (72) hours after notifying the employee of a positive test. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The lab shall make such results available to the Union upon request. The initial test shall use an immunoassay test. Specimens that test positive shall be tested for confirmation by chemical analysis of urine sample by gas chromatography/mass spectrometry (GC/MS) or by a more accurate test that may be developed and approved by the DOT. At the time a urine specimen is given, the employee may request a copy of the specimen collection procedures. The required procedure is as follows:

The urine specimen shall be taken promptly with as little delay as possible. Immediately after the specimen is drawn, the individual containers shall, in the presence of the employee be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial it. The specimens shall be in the transportation container after being drawn. Then the container shall be sealed in the employee's presence and the employee will be instructed to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available. A "split sample" shall be collected and the employee shall be offered the opportunity to have the split sample tested at a DHHS Certified laboratory of his/her own choosing, at the employee's expense. An employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

B. Alcohol Testing

Tests must be conducted with an evidential breath test devices in accordance with DOT regulations. A Breath Alcohol Technician (BAT) who is not the employee's supervisor shall administer the test. If the initial result is under 0.02, no future testing or action shall be taken. If the result 0.02 or higher, a confirmation test shall be conducted at least fifteen (15) minutes, but not more than twenty (20) minutes, after the screening test. Before the confirmation test, any test run shall be run (air blank) to make sure the EBT is working properly.

Consequences of a Positive Test Result

EBT test result between (0.02) and 0.03999 will result in the employee's immediate removal from their safety sensitive position for a period of eight (8) hours, and placed into another position. Disciplinary action in accordance with Section 11 will take place.

EBT test result of 0.04 or greater for alcohol concentration and/or a positive drug test.

An employee who tests positive for drugs or who has an EBT test result indicating an alcohol concentration of 0.04 or greater will be provided an opportunity for treatment through a referral to a substance abuse professional (SAP) as provided in Section 1-F of this Agreement. In all cases, an employee must submit to a return-to-duty drug and/or alcohol test. Disciplinary action in accordance with Section 11 will takeplace.

Section 3. Definition of a Positive Result (Controlled Substance)

Laboratory Analysis Procedure

The initial test is performed by an immunoassay test. The cutoff levels for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionth of a gram per thousandths of a liter:

Marijuana Metabolites	Current Federal DOT Levels
Cocaine Metabolites	Current Federal DOT Levels
Opiate/Opioid	Current Federal DOT Levels
Metabolites	Current Federal DOT Levels
Phencyclidine	Current Federal DOT Levels
Amphetamines	Current Federal DOT Levels

A confirmation test is performed on all initial positive tests.

The cutoff levels for confirmation tests are:

Marijuana Metabolites	Current Federal DOT Levels
Cocaine Metabolites	Current Federal DOT Levels
Opiates/Opioids	Current Federal DOT Levels
Phencyclidine	Current Federal DOT Levels
Amphetamines	
Amphetamine	Current Federal DOT Levels
Methamphetamine	Current Federal DOT Levels

A test will only be deemed positive if it meets or exceeds the cutoff levels for the confirmation test and only after a qualified Medical Review Officer (MRO) has provided an opportunity to discuss the results with the employee to determine if there is a legitimate medical explanation. A confirmation test will only be given when the initial test cutoff levels are exceeded. The Employer may use the positive test as

evidence of impairment. It shall not preclude the introduction of other evidence on the issue of impairment, however, absent such other evidence, a positive drug test may be deemed conclusive.

Section 4. Compensation During Testing

The employee shall be compensated at the appropriate rate of pay for all time lost from work as a direct result of the order to take the test, if the test results are negative for drugs and less than 0.04 for alcohol. Employees will not be compensated for time off while waiting for a retest that was necessary due to a prior positive test of 0.04 for alcohol or for a positive drug levels as per Section 3 of this agreement.

Section 5. Test Results

Management shall notify the employee of the result of the test in a timely manner after the employee has submitted to the test. Management shall make available to the employee a copy of the written report from the laboratory in a timely manner (generally within twenty-four (24) hours after the report is received by Management). Reports of a positive test shall at a minimum, state (1) the type of tests conducted, (2) the results of the test, (3) the sensitivity (cut-off point) of the methodology employed, and (4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a Medical Review Officer (MRO) prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify *only* that test was negative for the particular substance.

Section 6. Retesting

If the test results are positive, the employee shall have the right, within seventy-two (72) hours after notification, to request the preserved samples to be sent for testing to a DHHS Certified laboratory chosen by the employee, and the cost shall be borne by the employee. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's record cleared.

Section 7. Treatment

- A. An Employee Assistance Plan (EAP) shall be available at no charge to employees. The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse.
- B. If the nature of the EAP or treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status, however, a temporary assignment may be made. If an employee participates in an in-patient program, which precludes continued employment; the employee may be eligible for leaves of absences as stated in Article 10 or 18.
- C. The employee shall be exempt from employment action under this section as a result of voluntarily seeking treatment through the Employee Assistance Program (EAP), provided the following conditions are met:
 - 1. The employee shall notify in writing the Employer of his/her self-referral into the EAP.

Such notification shall include:

- a. Date of Notice;
- b. Name of Health Care Provider (HCP);
- c. Method of contacting HCP (preferably including phone number)
- d. Release of information authorization to the HCP to detail any job limitation;
- e. Release of information authorize to the HCP to show assurance to the Employer that the employee is continuing participation in the treatment program(s).

2. The written notification to Employer shall be prior to:

- a. Selection of the employee for random testing, if such test returns a positive result; and
- b. Any accident for which a test would be required, and
- c. Any incident or circumstance, which leads directly to 'reasonable suspicion' testing.

3. The employee has not previously used this exemption.

This exemption from employment action shall cease at the earlier of:

- a) Forty (40) days after the date of the notice to the Employer; or
- b) Failure of the employment to follow through with the course of treatment or actions recommended by the HCP(s).

Section 8. Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to a employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

Section 9. Confidentiality

The Union and the Employer agree to keep the names of employees undergoing this procedure confidential unless the Union or employees takes action either by grievance or legal action against the City concerning a provision of this Agreement. The Employer agrees not to notify law enforcement authorities as a result of a positive test, unless required by law to do so.

Section 10. Implementation

The Provisions of this Article requiring testing shall go into effect on the effective date of the DOT regulations, which is currently January 1, 1996.

Section 11. Discipline for Infractions

Alcohol Positive Test (0.02-0.03999)

- | | |
|-------------------------|---|
| 1 st offense | Removed from safety sensitive job for eight (8) hours. |
| 2 nd offense | Removed from safety sensitive job for eight (8) hours, plus verbal reprimand. |
| 3 rd offense | Removed from safety sensitive job for eight (8) hours, written reprimand, plus E.A.P. |

Alcohol Positive Test (0.04 and above)

- | | |
|-------------------------|---------------------------------|
| 1 st offense | 1 day suspension (8 work hours) |
|-------------------------|---------------------------------|

2nd offense 10 day suspension plus EAP evaluation
3rd offense Discharge

Controlled Substances Positive Test

1st offense 20 day suspension plus EAP evaluation
2nd offense Discharge

APPENDIX D SEASONAL EMPLOYEES

The City of East Moline and AFSCME Local 1234 agree to the following terms regarding the use of Seasonal Employees in the Maintenance Services Department:

1. Employer may hire seasonal employees from May 1 through October 31.
2. Each year the City may hire seasonal employees for the Maintenance Services Department by following the parameters listed below unless otherwise mutually agreed upon:

Full Time Labor Scale Maintenances Employees	Seasonal Employees
26	14
25	11
24	8
23	5
22	3
21 or less	0

3. AFSCME agrees not to represent or organize Maintenance Services seasonal employees
4. The attached job descriptions will be used for Maintenance Services seasonal employees.

**APPENDIX E
HEALTH CARE PLANNING COMMITTEE**

**AGREEMENT FOR JOINT LABOR/MANAGEMENT HEALTH CARE PLANNING
COMMITTEE
CITY OF EAST MOLINE**

WHEREAS, the City of East Moline offers a program of group health care coverage to its employees and retirees and their dependents through a partially self-funded arrangement; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, after having met, discussed and evaluated the operation and structure of the previous Health Care Planning Committee, herein "the Committee", have mutually agreed to changes in the structure and operation of the Committee; and

WHEREAS, a consensus has been reached among the City Council of the City of East Moline, the exclusive representatives of the City employees pursuant to the Illinois Public Labor Relations Act, City Employees not so represented by an exclusive representative, and the retired City employees who participate in the City of East Moline Employee Health Benefit Plan, and the Administration of the City, that a revised Joint Labor/Management Health Care Planning Committee (hereinafter "Committee") appears to be the most effective option for dealing with the problem of maintaining quality health care, for the City employees and retirees, while controlling costs.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

2. The parties to this Agreement are as follows:
City of East Moline
American Federation of State, County, and Municipal Employees Local 1234 (AFSCME)
Fraternal Order of Police Lodge 96 (FOP)
International Association of Fire Fighters Local 929 (IAFF)
3. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1.
4. The plan as described in Attachment 1 shall continue in force as the City of East Moline Health Benefit Plan for the term of this agreement unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.
5. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or 3/4 vote of the total number of members of the Committee, and approved, if necessary (i.e. budget and contract approval), by the City Council of the City of East Moline. As an example, nine members of a 12 member committee would be required to vote for a change in order to modify the provisions of the Plan, subject to City Council approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.

6. Each of the parties has full authority of its governing board, its membership, or whatever group or subgroup within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this agreement this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and, claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the City of East Moline may be bargained individually by the parties as provided by law, or established by the City of East Moline for those non-represented employees or retirees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Service (FMCS) submit a panel list of seven (7) arbitrators, all with National Academy of Arbitrators (NAA) credentials. The representatives of the parties shall meet within ten (10) days of their receipt of this list from FMCS and engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list, provided such rejection occurs within five (5) days of the receipt of the list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in East Moline, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the City called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

7. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised

as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the City of East Moline. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the City of East Moline and its non-represented employees nor between the City of East Moline and the retired employees of the City, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

8. The Health Care Planning Committee shall be composed of twelve (12) regular and four (4) alternative members appointed by the parties as follows:

- a. The City Administrator shall appoint four regular members of the Committee and one alternate as representatives of management.
- b. The AFSCME, FOP, and IAFF unions shall each appoint two regular members of the Committee and one alternate as representatives of these bodies.
- c. The City's Insurance Clerk and Human Resources Manager shall serve as permanent members.

Additionally, one member of the City Council, appointed by the City Council, may serve on the committee as a non-voting member. While this member may participate in the committee discussions, this member's presence shall not count toward determining a meeting quorum.

Members of the Committee shall be appointed for a term to be determined by the committee unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. If it becomes necessary to replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

9. The Committee shall determine its own internal structure, including arrangement for subcommittees and co-chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

The Committee shall establish its long-term and short-term goals, as well as reasonable benchmarks for measuring the progress toward achieving those goals. The Committee shall revise and update its current mission and established goals within six (6) months of 1 May 2008 (i.e. 1 November 2008) and present the revised mission and goals to the City Council for review and discussion. On an annual basis no later than 1 February of each calendar year, the Committee co-chairs will present to the City Council an analysis of the condition of the City's health plan including but not limited to cost, plan design, plan costs as compared to external market comparisons, the performance of the plan measured against the revised mission, goals, and benchmarks established by the Committee's members. Each committee meeting whether, regular, special, or subcommittee, shall follow an official agenda prepared and distributed at least forty eight (48) hours in advance of said meeting. Agenda items for consideration may be placed in writing by any member on the Committee; however only items placed upon the official agenda shall be discussed during any committee meeting. Other items not on the agenda may be only discussed, in a non-binding fashion, if approved by the majority of those members in attendance. Official agendas shall be prepared by the Committee co-chairs through input from the Committee members.

The Committee co-chairs will report the activities of the Committee to the East Moline City Council monthly in the appropriate meeting forum, whether it be closed or open session of the City Council, depending upon the nature of the report. The minutes of all regular and special Committee meetings shall be posted on the Committee's web site or employee bulletin boards.

10. The Committee shall meet monthly on a regular basis, preferably on an established regular meeting date. The Committee may meet more frequently if needs require. Additional meetings may be called as necessary at the direction of the co-chairs. Special meetings shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days' notice to the members. Working days shall be defined as days that the East Moline City Hall is open for business. In order for a quorum to be present at a regular meeting, at least 51 % of the overall Committee membership shall be in attendance. If an emergency meeting is necessary in the opinion of the co-chairs, the 10-day notice requirement can be waived. However, in order for a quorum to be determined to be present at an emergency meeting, at least 1 member from each represented bargaining unit and city administration shall be in attendance.

11. Employees who are on duty shall be granted time off work to attend Committee and sub-committee meetings and be paid at the appropriate rate when attending said meetings. There shall be no compensation paid by the City for attendance at meetings when employees are not on duty.

12. The Committee staff shall be selected and appointed from available qualified city staff.

13. The parties agree that for the term of this agreement, the existing fund balance in the City Health Insurance Fund shall be utilized in an effort to control costs for all parties to the plan. The Health Care Planning Committee shall develop a program for utilizing the fund balances.

14. The parties agree that the importance of a strong program to improve health and promote wellness of plan participants cannot be underestimated in providing for a high quality of life for plan participants as well as controlling costs in the long-term for the plan. Accordingly, the Committee agrees that it will set aside funds each year in its planning for health plan expenses to provide for a pro-active Wellness program.

15. In the event that, after reasonable effort, the Health Care Planning Committee is unable to reach agreement or the health care plan is not approved by the City Council and the parties, the Health Care Planning Committee may be dissolved upon three or more parties to the agreement providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than three parties to the agreement request to dissolve the Committee, the committee shall continue with full participation from all parties to the agreement. In the event that such dissolution occurs, any party to this agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the plan shall remain unchanged as of the date of dissolution.

16. It is understood and agreed that the City of East Moline, being a municipal corporation, this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of municipalities, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the City of any other party.

17. This Agreement shall remain in full force and effect for a period of four (4) years from the date

hereof. This agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves notice on the others of their wish to modify or terminate this agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within thirty days to begin good faith negotiations for a successor agreement. If no agreement can be reached within ninety (90) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Service (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of a FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the plan shall remain unchanged as of the date of dissolution.

APPENDIX F

SIDE LETTER OF AGREEMENT

MAINTENANCE SERVICES DEPARTMENT JOB ASSIGNMENT SENIORITY

In order to clarify Article 17, Seniority, Section 6, of the agreement between the City and AFSCME Local 1234 which reads: "Seniority in general, shall govern... job assignments... where the employee's capability and job performance merit the position", the following agreement shall apply.

1. This agreement is in effect for the Maintenance Services Department only.
2. Departmental seniority will be used for daily displacement of employee(s) from their division.
3. When an employee(s) is displaced out of his/her division, the order of displacement shall start with the employee(s), if qualified, having the least amount of departmental seniority.
4. This agreement does not create any past practice or precedent.

The following exceptions to the above written agreement shall be in effect:

1. If and when the city is faced with emergency situations, special events, or situations that need technical, expert, or experienced employee(s).
2. During overtime situations as defined in the current Union Contract.
3. When an employee is assigned to training duties that include new and promoted employees during their probationary period.
4. When an employee is on medical restrictions.

APPENDIX G

SIDE LETTER OF AGREEMENT TEMPORARY ASSIGNMENT

The City and the Union agree that during the term of this agreement that the length of time that the employer may temporarily assign an employee covered by this agreement to other duties in accordance with the terms of Article 21, Temporary Assignment, of the contract are for a period of up to six (6) months. This six (6) month period of time may be extended by the mutual agreement of the City and the Union.

APPENDIX H
NORTHEAST PARK BALL DIAMOND

The City and Union agree that the City may have up to 3 Northeast Park Ball Diamond seasonal maintenance employees (not including the facility director or concession stand staff) during the baseball/softball season. Work is limited to this location only and shall not infringe on work historically performed by the Union.