

ARTICLES OF AGREEMENT BETWEEN
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 525

ALTON, ILLINOIS



Affiliated with The

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

THE CITY OF ALTON

Located in the

jurisdiction of

TEAMSTERS LOCAL UNION NO. 525

-PERIOD COVERED-

April 1, 2022, THROUGH March 31, 2026

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This Collective Bargaining Agreement shall be in effect on the 1st day of April 2022 by and between the City of Alton, Illinois hereafter called the Employer, party of the first part; and Chauffeurs & Teamsters Local Union No. 525, affiliated with the International Brotherhood of Teamsters, party of the second part hereinafter called the Union, for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 1 – RECOGNITION

Section 1. The City of Alton, Illinois, agrees to recognize the Union, its agents, representatives, or successors as the bargaining agency for employees, as herein defined, employed in the Animal Control Department, Street Maintenance Division, City Garage, Storm Water, Parks Maintenance, and Forestry, of the City of Alton.

Section 2. The term “employee” as used in this Memorandum of Understanding shall include all regular full time and regular part time employees with the Public Works and Parks and Recreation Departments except for Department Directors, Department Assistant Directors, Department and Division Supervisors, office and clerical employees, office supervisors and those seasonal employees hired for a period of less than one hundred twenty (120) working days (960 hours).

Section 2B Seasonal (temporary) employees may be hired at the discretion of the City to perform the following types of work during normal work hours Monday through Friday:

1. Assist in prepping and striping fields.
2. Weed control
3. Painting and building upkeep
4. Trash collection & pick up
5. Washing/ cleaning vehicles
6. Assisting in brick maintenance
7. Remove roadkill
8. Mulching
9. Cleaning restrooms
10. Painting vehicles
11. Prepping/painting equipment or buildings
12. Building cleaning
13. Assist the Forestry employees when needed

The City can hire an unlimited number of seasonal workers as long as the City can demonstrate that it received 100% grant funding for the workers and there are no regular employees on layoff status. For non-grant funded workers, the City can hire an unlimited number of seasonal employees between April 1st and October 31st if there are no regular employees on layoff status. If the number of regular employees falls below thirty-two (32), the City’s seasonal workforce will be limited to ten (10%) of the number of regular employees. Between November 1st and March 31st, the number of seasonal employees will be limited to no more than twenty (20%) of the regular workforce, provided that the number of regular employees is at least thirty-two (32).

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it is through duly authorized representatives of the Union.

Section 4. The City of Alton, Illinois, agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union, nor will it interfere with, restrain, and coerce or discriminate against any of its employees in connection

with their membership in the Union. The City of Alton, as Employer, and Teamsters & Chauffeurs Local Union No. 525 agree that neither of them shall take any action which shall discriminate against any individual as to their compensation, terms of privileges of employment because of such individual's race, sex, religion, or national origin, Veteran's status, or disability. Refer to the Illinois Human Rights Act for information on protected classes.

Section 5. The Employer agrees that it shall discuss job classifications with the Union upon request.

ARTICLE 2 – PROTECTION OF RIGHTS

Section 1. It is agreed by both parties to abide by the current City Code. With exception of the Grievance Procedure, the conditions and rights provided under this Agreement shall take precedence and prevail over the rules and regulations provided by the City Civil Service Commission. Civil Service rules and regulations shall apply to the employees covered by this Agreement so long as such rules and regulations are not in conflict with the terms of this Agreement.

Section 2. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line. An exception to this provision shall apply in situations where there is an imminent danger of life or property.

ARTICLE 3 – UNION MEMBERSHIP

Section 1.

A. Membership in the Union shall not be required as a condition of employment. Dues checkoff, upon receipt of proper written authorization from a Member, the Employer shall deduct each month's Union dues in the amount certified by the Union from the pay of all members covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Union within fifteen (30) days after the deductions have been made. All new employees (that are union members) shall also comply with the terms of this paragraph within a thirty (30) day period following their employment.

B. The City agrees to deduct from each employee's pay every month the monthly membership dues as may be established by the Union. Once a month the City will forward to the Union the Following:

1. A list of employees for whom the union dues were deducted and the amount of such deduction.
2. A check to cover the total amount of such dues withheld each month.

C. This article may be renegotiated each year at the request of either party.

- D. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 4 -- SENIORITY

Section 1. A new employee shall work under the provisions of this Agreement but shall be employed as a probationary employee for the period of one year, during which period he/she may be discharged without further recourse. If the probationary employee obtains their Class A or B Commercial Driver's License (CDL) within six months from date of hire, then the probationary period shall only be six months. If the new employee has a Class A or B CDL then the probationary period shall be six months.

Section 2. The seniority of each employee shall date from his/her original or latest hiring date.

Section 3. For promotions, elimination of jobs, layoffs and recall, seniority shall prevail provided the employee has the qualifications required in the job descriptions and the ability to perform the available work. If an employee is involuntarily moved out of their department or division then they will retain their seniority within the new department or division.

Any openings within that next higher pay grade would be filled from the seniority list within the department or division. The Employer shall pay all costs of tuition and books to any employee attending any Certification Process or Training Program required to maintain their current pay grade or for promotion to the next higher pay grade in the bargaining unit, minus any grant money, scholarship money, or other financial assistance or stipend received by the employee.

Determination of such courses will be made by the appropriate department director prior to an employee registering for a course. An employee must receive a passing grade of "C" or a passing grade if a pass/fail grade method is used. Employees will be paid their regular hourly rate of pay for classes required by the City during regular work hours.

Section 4 - Promotions. All vacancies shall be filled from within the Division where the vacancy occurs. If the vacancy cannot be filled from within the Division, the vacancy will be posted for employees from a different Division, subject to the provisions of Section 11 below.

For the purposes of filling vacancies, bids will be posted for at least ten (10) working days, at the appropriate reporting sight or sights for bargaining unit employees in the Division or Divisions involved. If the posting takes place while an eligible employee is on vacation one of his/her fellow employees will be allowed to submit said employee's name for him/her. If when the vacationing employee returns and does not desire to take part in the bid, then they may remove their name.

Seniority shall be followed in promotions, elimination of jobs, layoffs, and recall provided the most senior employee bidding is qualified to perform the available work. The most senior

employee bidding on such job opening shall have up to a six (6) month training period if he/she bids from a different Division within the bargaining unit. If during this training period, the employee wishes to return to his/her former position or it is determined that said employee cannot properly perform the duties on said job, he/she may do so without loss of seniority. In such case, the next senior employee in line of seniority, who bids on such training, shall be given the opportunity to fill such position, subject to the same guidelines as the first employee.

Section 5 – Layoffs. If the layoff of employees becomes necessary, the least senior employee in City wide seniority will be laid off first. If more layoffs are needed, the layoffs will continue in inverse City-wide seniority. In the event of recall of employees on layoff, the employee with the most City-wide seniority will be called back first. When more employees are recalled, the City will continue by City wide seniority. Employees who have been bumped from their bid position because of a reduction in the number of employees within their Division shall be permitted to return to their prior Division in the event of openings in their pay Grade provided they are immediately qualified to perform the available work. The employee must exercise this option at the first opportunity that occurs or within two (2) years from the date he/she was bumped, whichever first occurs.

Section 6 – Temporary Assignment. If an employee is assigned work in a higher paid classification, the employee shall receive the higher rate. No reduction in pay shall be made if an employee is assigned work in a lesser paid classification. When it becomes necessary to assign work to an employee out of his/her pay grade, the senior employee to do the work in the open position will be offered the temporary assignment. If it becomes necessary to fill in for management, the senior bargaining unit members will be used in their place.

Section 7 – Loss of Seniority. An employee shall lose seniority rights:

- A. If he/she quits or resigns for any reason.
- B. If he/she is discharged unless discharge is reversed.
- C. If he/she fails to commence work within three (3) working days' after being notified to report for work unless excused by the Employer for delayed return to work.
- D. If the employee has not been recalled from layoff for more than twenty-four (24) months from the last day of employment.

Section 8 – Management Positions. Employees who have accepted positions in management will be entitled to return to the bargaining unit seniority level which they had at the time of their appointment to the management position together with compensation and benefits equivalent to the Grade Level which they occupied at the time of their acceptance of a management position.

Section 9. The City agrees to post on all Union Bulletin Board the job descriptions for the departments where the Union board is located.

Section 10. For job classifications requiring specific qualifications, training, and/or abilities, applicants filling those positions may not bid on positions in other divisions for a period of 24 months after attaining the position.

Section 11. In the event the City creates a position with duties in multiple divisions, the position will be assigned a primary division for seniority purposes.

ARTICLE 5 - STEWARDS

Section 1. There shall be a steward in each division to see that the members of the Union live up to the rules of the Union and the Employer. Said steward and committeemen shall be appointed by the Local Union. No discrimination shall be shown toward the steward for performing his/her duty. The stewards shall be permitted to perform their duties in a reasonable time, after first making arrangements with their supervisors, to investigate, present and process grievances on the job, without loss of time or pay, during their regular working hours. It is agreed by the Union that there shall be no interruption of work in progress caused by the steward in his/her performance as steward on union matters. The Union agrees that such duties shall be performed as expeditiously as possible.

Section 2.

- A. The Union Representative shall be allowed to go on all jobs in all places at all times wherever employees represented by the Union are employed, but such visits shall not interfere with normal progress of work.
- B. When a supervisor or division head wants to discuss anything with an employee regarding discipline, the employee has the elective right to have a union member present there in his/her behalf (shop steward or union representative). The time of the meeting shall be set to comply with Section 1 and 2 (A) of this Article.
- C. The Union shall provide a list of a mutually agreed upon number of Union stewards that will be present during negotiations and grievance hearings.

ARTICLE 6 - TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary time off without pay and without discrimination or loss of seniority rights to any employee designated by the Union to attend a conference or convention, unless materially affecting actual operating of the department.

ARTICLE 7 - GRIEVANCE PROCEDURE

A grievance shall include any difference of opinion or dispute between the Employer, Union, and any employee, as to the interpretation or application of this Agreement. All time limits in this Article may be extended by mutual agreement of the parties.

Section 1. The initial processing of any grievance shall commence within seven (7) working days of the occurrence provided there shall be no interference with work in progress. In the event of suspension, the processing shall take place immediately. The employee aggrieved and the union steward will meet with the The immediate supervisor, and the immediate supervisor will inform the employee and the Union steward of his/her decision at that meeting.

Section 2. In the event the aggrieved employee and the union steward are not satisfied with such disposition, the matter shall be taken before the department head, the employee shall meet with the department head within five (5) business days. The Union shall present the grievance in writing to the department head, after hearing the position of the Union, shall conduct an appropriate investigation and respond in writing within five (5) business days. Time limits as set out in Section 2 and 3 may be extended by mutual agreement.

Section 3. If, after conscientiously following steps outlines in Section 1 and 2 of this grievance procedure, the subject matter is unresolved, a recourse is available to the aggrieved party and the Union through the office of the Mayor. The Union may submit the grievance and a summary of its position to the Mayor or his/her designee in writing. Upon receipt of such a communication, the Mayor shall schedule a hearing on the matter within five (5) business days. After conducting a full hearing at which all parties have been given a reasonable opportunity to be heard, the Mayor or his/her designee shall respond in writing in a reasonable length of time, not to exceed five (5) business days.

Section 4. In the event the Union or union member should object to the decision of the Mayor or his/her designee, the issue, if requested by either party, shall be submitted to arbitration. The arbitrator shall hear the grievance and render a decision on the same in accordance with the general rules applied to arbitration and grievance procedures used by the Federal Mediation and Conciliation Service (FMCS). Both parties agree to ask the FMCS to submit a panel of seven names from which an arbitrator will be chosen by alternate striking of names, with the party requesting arbitration being the first to strike. It is understood by both parties in this case that in the event of such arbitration, the decision of the arbitrator is final and binding, unless the decision is reversed by a court of competent jurisdiction hearing the case on its merits. In the event of arbitration, the Union and the Employer shall share equally the expense of the arbitration.

Section 5. When an employee has a grievance with the City, this shall not be filed in his/her civil service folder or held against him in any way.

Section 6. Employees who choose the arbitration hearing waive all rights to a hearing, in this specific incident, before the Alton Civil Service Commission.

Section 7. The Union and the employees agree that during the term of this Agreement there shall be no strikes, slow ups, sympathy strikes, or stoppages of work, and the City agrees that there will be no lockouts during the term of the Agreement.

ARTICLE 8 – MANAGEMENT RIGHTS

Section 1. The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct the employees of the City of Alton in all aspects, including, but not limited to, all rights and authority granted by law or exercised by the City of Alton prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- A. The right to determine its mission, policies and to set all standards of services offered to the public.
- B. To plan, direct, control and determine the operations or services to be conducted by employees of the City of Alton.
- C. To determine the methods, means and number of personnel needed to carry out the mission of the City of Alton.
- D. To direct the entire working force of the City, including the establishment of work standards.
- E. To select, hire, schedule, assign and evaluate work of bargaining unit Employees.
- F. To promote employees.
- G. To demote, suspend, discipline or discharge employees for just cause. suspensions will not take place without pay until a predisciplinary hearing has been held to determine if there is just cause for a suspension without pay.
- H. To lay off or relieve employee due to lack of work funds.
- I. To make, publish and enforce rules and regulations
- J. To introduce new or improved methods, equipment, or facilities.
- K. To contract out for goods and services.
- L. Under extreme emergencies, all Teamster employees as essential first responders After securing their families, shall report to Public Works when requested. No unplanned vacation time will be given during these types of events.

Section 2. - Civil Emergency Conditions. Following the rules and regulations adopted by the City Council it is determined that extreme civil emergency conditions exist, including but not limited to civil disorders, tornado conditions, floods, or other similar catastrophes, the provision of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. If suspension of provisions of the collective bargaining agreement during extreme civil emergency conditions happen, the office of the Mayor will notify the Union in writing so the suspension of provisions can be posted in all departments.

ARTICLE 9 – SUBCONTRACTING

It has been and will continue to be the City’s policy to use its employees for work in the City and to subcontract work to contractors, provided no full-time employee on the seniority list is on layoff status.

ARTICLE 10 - SAFETY HEALTH RULES

Section 1. It is agreed that all employee members of Teamsters & Chauffeurs Local Union No. 525 are to live up to all safety rules and traffic regulations of the City of Alton, Illinois. It is also agreed that if the safety rules and regulations are neglected by the employees, necessary steps will be taken to discipline.

- A. The Employer shall establish a Safety Committee for the City of Alton.

The Safety Committee shall consist of one (1) bargaining unit employee from each division to be elected by the bargaining unit's divisional employees of each department. Representation from the City of Alton shall be a minimum of one (1) representative of management from each division. The Safety Committee will meet the second Tuesday of March, June and December, or more often if necessary. Meetings shall be held on the employer's time.

- B. The Committee will submit suggestions in writing to the Department Directors to suggest ways and means to improve safety conditions. Conditions of suggestions will be considered in accordance with budget restraints.

Section 2. It is agreed that the City of Alton, will furnish the following safety equipment: orange T-shirts for summer, raincoats, rain hats, overshoes, uniforms, safety toed footwear, safety glasses (both non-prescription and prescription) and gloves for employees, including regular part-time employees. The City will pay \$200.00 per year for safety toed footwear. The safety glasses, including prescription safety glasses, will be provided by the Employer in frames determined by the Employer. The glasses will be replaced if they are broken or damaged at work. The employee may have his/her glasses replaced due to prescription change. Any safety equipment, including glasses and vests must be worn as directed by the Employer. Upon termination of employment with the Employer, employees shall return any such equipment previously furnished to them by the Employer. It is further agreed that the equipment shall be supplied to each employee individually, who shall be responsible for the same. The Union agrees that they will instruct all employees as to the care and responsibility and accounting for equipment issued by the Employer. The Employer will replace personal attire damaged by faulty equipment belonging to the Employer. Damage to personal items must be reported to the Division Supervisor the day of incident to make claim for payment. Final determination for payment will be made by the appropriate department head. Matching summer uniforms may be substituted for the provided uniforms when approved by the appropriate department head. The Employer reserves the right to base their decision concerning summer uniforms upon safety and appearance factors. The summer uniforms shall be purchased and is the responsibility of the individual employee making the request. The Employer shall make available to the requesting employee a list of approved suppliers of said uniforms. The Employer agrees to pay \$850.00 per year for a tool allowance for the mechanics employed by the City. This allowance shall be disbursed in two equal payments on April 1 and October 1.

Section 3. It is agreed that all accidents are to be reported at once by the employee to the supervisor of his/her Division. If medical care is needed, the employee shall be sent to a doctor at once. If medical care is not needed, the employer shall direct the employee for drug testing immediately. If medical care is needed, drug testing will occur immediately after medical care is provided, unless it can occur where medical care is provided. All injuries and accidents shall be reported as soon as possible but not more that 48 hours after the incident.

Section 4. Costs of any medical examination required by the Employer shall be paid by the Employer for all employees.

ARTICLE 11 – DISCHARGE and SUSPENSIONS

Section 1. No employee shall be suspended or discharged except for just cause. Employees shall be notified in writing of any suspension or discharge and a copy shall be sent to the Union. The employee or the City may have a shop steward or alternate shop steward present when an employee is to receive a disciplinary suspension or termination notice.

Section 2. All suspensions and discharges shall be subject to the Grievance Procedure and will begin at Step 2 of Article VII. Each individual may, by request in writing, waive his/her rights under the Civil Service Act and accept the Grievance Procedure as final.

Section 3. To demote, suspend, discipline or discharge employees for just cause; suspensions will not take place without pay until a pre-disciplinary hearing has been held to determine if there is just cause for a disciplinary action. This hearing will be held at a location mutually agreed upon by the Union and the City.

Section 4. Progressive Discipline will be as follows.

- 1st offense = Documented Verbal Warning
- 2nd offense = Written Warning
- 3rd offense = Final Warning
- 4th offense = Suspension (up to 3 days max.)
- 5th offense = Termination

Sunset of 12 months for all Warning Letters. Some or most of the above steps could be bypassed if, in the City's judgement, the misconduct of the subject employee is severe enough to justify bypassing those steps.

ARTICLE 12 – HOURS OF WORK

Section 1. Except to the extent that the City posts a position with different starting and ending times and allows employees to bid on the position, the workday shall begin at 7:00 a.m. and end at 3:30 p.m. Eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m.; to include two (2) fifteen (15) minute break periods, on during the first half of the shift and one during the second half. There will be a thirty (30) minute lunch period between the third and sixth hours. Forty (40) hours shall constitute a week of work Monday through Friday. Animal Control will also have an overlapping shift during certain times of the year when the workload indicates a need for it. Said overlapping shift shall start at 11 a.m. and end at 7:30 p.m., Monday through Friday; the shift assignment will be filled on a (4) four-week rotating schedule. For Animal Control only, the daily starting time will be 8:00 a.m. and the ending time will be 4:30 p.m. Additionally, Animal Control Officers are not required to have an Illinois Commercial Driver's License.

Any employee starting work between the hours of 3:00 p.m. and 12 midnights shall receive a fifty (\$.50) cents per hour shift differential, effective 4-1-05. This premium will not be paid for call-out emergency overtime hours.

All work performed over eight (8) hours in any one (1) day or forty (40) hours in any one week shall be paid at the rate of time and one-half (1 1/2). All work performed on a legal holiday

shall be paid at the rate of double time (2) in addition to the regular pay. Holidays shall be provided in the Article XIV.

Emergency overtime shall be distributed equally on an annual basis among the qualified employees within each Division. Employees will not be required to work more than twelve (12) straight hours. When the manpower available in the Division has been exhausted, the overtime will be offered to qualified employees within the Department who have volunteered to be on the emergency overtime list. Qualified employees will be called by their supervisor on a rotating seniority basis. Refusal to work shall be considered as time worked regarding this Section. Inability of the supervisor to contact an employee shall not be considered as refusal to work. Failure on the part of an employee to keep his/her supervisor or director advised of his/her correct and current address and telephone number will relieve the supervisor of the responsibility of notifying him/her and no show up compensation will be paid. No employee with a work restriction will be called out for an emergency callout.

Street Maintenance Division will use rotating overtime list for everything including scheduled overtime.

Anytime that four (4) or more Public Works units are put into service, after hours, weekends, or holidays, two (2) Garage personnel will be called out to staff the facility.

Stripping fields on weekends shall not be considered "Emergency Overtime". Call outs for stripping fields shall be done within the Parks Department only. Park Department employees will be paid time and one half (1/2) for the time they work on Saturday and double (2) time on Sunday for stripping fields. The work will be scheduled overtime and there will be no four-hour guarantee. In the event no one is available for scheduled overtime for stripping fields, seasonal employees may be used.

An employee may arrive at his/her work site up to fifteen (15) minutes after starting time no more than five (5) times in any one calendar year without loss of time. If during this calendar year period an employee is TARDY, the first occurrence will not result in the loss of a sick day.

Animal Control and Forestry will receive a \$50.00 per week stipend for the employees that have an on-call status that week.

If an employee does not answer their phone for call-out overtime, this will be considered a refusal to work. Employees that do not answer will be moved to the bottom of the call-out list.

Probationary employees will be on a master list by seniority for overtime callouts and will stay at the bottom of the seniority list in order of seniority.

Section 2. An employee called out for an emergency before or after his/her regular working time shall receive a minimum of four (4) hours pay. He/she shall receive time and one-half (1 ½) for hours actually worked and straight time for the balance of the four (4) hour guarantee. This provision applies to callouts occurring Monday through Saturday. If callouts occur on Sunday or a holiday, he/she shall receive double time (2) for the hours actually worked and time and one-half (1 ½) for the balance of the four (4) hour guarantee.

Section 3. Any full-time employee reporting to work and sent back home due to lack of work, breakdown or weather shall receive a minimum of four (4) hours' pay. Any employee working

four (4) hours or less shall be paid for four (4) hours' work. Any employee working between four (4) and eight (8) hours and sent home shall be paid for a minimum of eight (8) hours. Any time off referred to in this Article shall not interfere with the regular workweek.

Section 4. All work performed on Saturday shall be paid at the rate of time and one-half (1 ½). All work performed on Sunday shall be paid at the rate of double (2) time. This shall apply only to those who work a Monday through Friday workweek.

Section 5. All employees who are paid for eight (8) hours work on a particular day, overtime excluded, shall stay on the job site or such other place as may be designated by their Supervisor, for the full eight (8) hours.

Section 6. All regular call-out procedures will apply for snow removal except when an individual has worked twelve (12) hours and it has run into his/her regular scheduled shift, but not completed it (example -- five (5) hours of scheduled shift completed but not full eight (8)). In the above situation an individual will be allowed to go home to sleep and will be paid for entire regular shift as if it had been worked. It is understood that the purpose of this procedure is so that the individual will be prepared to report for their next shift of snow removal or his/her regular shift. For snow removal purposes, if an individual employee chooses to, he/she may work up to sixteen (16) hours straight.

ARTICLE 13 - PART-TIME EMPLOYEES

The Employer may hire, subject to need, part-time employees who shall be known as "part-time employees." Such part-time employees who shall be used as follows and subject to the conditions listed below:

- A. There shall be city-wide seniority for all part-time employees provided they have the skill and ability to perform the job.
- B. No part-time employee shall be employed while any regular employee is on layoff status unless the laid-off employee refused the offer to work, is unable to work or is on vacation.
- C. Part-time employees shall be advised of their employment status at the time they are hired as part-time employees. The Employer shall notify the steward when part-time employees are hired. Employees are required to sign an agreement that they are hired as a part-time employee.
- D. Part-time employees shall be on a separate seniority list than regular full-time employees. The Employer shall not be required to pay for health or welfare to part-time employees.
- E. The Employer shall make available to the Union, upon its request, records to show the hours of part-time employment, the name of the regular employees and dates when part-time employees were used in their place.
- F. Part-time employees are entitled to the grievance procedure the same as any other employee, except for the Civil Service Procedure.
- G. The part time employees only need to test one time.

- H. Part-time employee can only move to full-time vacancies after the vacancy has been offered to all full-time employees.
- I. To maintain consistent hours, part time employees are not eligible for call-outs.

ARTICLE 14 - BENEFITS/CITY CODE

Section 1. The parties agree that the employees shall receive the benefits, rights and privileges as set out in the Alton City Code for the following items with any additional restrictions or conditions as set out in this Article: Legal holidays; vacations; sick leave; personal days; leave with pay, leave without pay, compensatory time; payment for part-time employment; compensation for injury incurred in the line of duty; application of other leaves; resignation; and longevity.

The following may be added to but not taken away from:

LEGAL HOLIDAYS

- A. Legal holidays observed by the City shall be as follows:

New Years Day	January 1
Martin Luther King Day	January 17 or such other date as may be determined by official act of the United States of America
Washington’s Birthday	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	As appointed by the Governor
Day after Thanksgiving	Day Following Thanksgiving
Christmas Eve	One-half day preceding Christmas Day*
Christmas Day	December 25
New Year’s Eve	One-half day preceding New Year’s Day*

**Except when holiday falls on Saturday, Sunday, or Monday, then the one-half day holiday will be observed on the scheduled workday preceding the observance of the holiday.*

- B. The City Hall shall be closed on each holiday listed in subsection A of this Section,
- C. Whenever any legal holiday listed above falls on a Saturday, the Friday immediately preceding shall be a holiday: and whenever the holiday listed above falls on a Sunday, the following Monday shall be a holiday.
- D. All regular full-time hourly rate employees shall be granted leave with pay on the holidays listed in subsection A of this Section. If such employees are required to work on such

days because of the needs of the City, they shall be compensated at double their regular hourly rate of pay.

E. Employees who are absent without leave on the day preceding or the day following a holiday shall be considered as absent without leave on the holiday and shall not be compensated for the holiday.

F. An employee on sick leave with pay shall not receive paid holidays during the time that the employee is on such status.

H. When possible, during the required notice periods cited above (48 and 24 hours) employees may be exempted from callouts. These time provisions will apply to the period immediately prior to and following the scheduled vacation. However, this provision will not apply if the employee specifically requests to remain on the callout list during those periods. This action will not be considered a refusal of a callout.

VACATION

Section 1.

A. The heads of all departments shall make provision for, designate, and allow annual leave with pay to serve as vacation for regular full-time employees as follows:

1. No vacation time or credit for any employee during the first year of service.
2. Two (2) weeks for each employee who has completed one or more years of continuous service.
3. Three (3) weeks for each employee who has completed two (2) or more years of continuous service.
4. Four (4) weeks for each employee who has completed ten (10) or more years of continuous service
5. Five (5) weeks for each employee who has completed fifteen (15) or more years of continuous service
6. Six (6) weeks for each employee who has completed twenty (20) or more years of continuous service.

B. Continuous service shall be any service in which there has been no interruption by layoff in excess of one year, resignation, retirement, or involuntary separation. Absence due to military service shall not serve to interrupt continuous service, nor shall injury in the line of duty, sick leave with pay. Leave without pay or any other period of absence approved by the Mayor unless the employee was employed by another employer during such period of absence. Failure of an employee to report to work at the expiration of any authorized absence shall stay the accrual of vacation time until such employee is reinstated in good standing.

C. A vacation week shall be one calendar week of seven (7) days and may begin on any day of the week. Legal holidays falling within a vacation period are not included as part of

the vacation week, except that when a legal holiday coincides with a day on which an employee would be working if not on vacation, then the legal holiday shall be counted as a vacation day.

D. Subject only to the requirement of maintaining essential service as determined by the department head, seniority may govern in scheduling of vacations. Department heads may require employees to mark up vacations at the beginning of the calendar year. Split vacations will be permitted only with the express permission of the department head.

E. Vacations will not be allowed to part-time employees paid on an hourly basis unless they are regularly engaged on a monthly basis for one-half (1/2) time or more. Such employees may be granted vacations at the rate of one-half (1/2) of the vacation credit allowed a regular full-time employee. Vacations will not be allowed to employees on an hourly basis determined by dividing the monthly rate by one hundred sixty (160) hours.

F. Any employee resigning from the service of the City in good standing will be paid for any unused vacation.

1. No vacation credit for any employee during the first year at service.
2. Ten-twelfths (10/12) of a working day for each full month of service for each employee who has completed one or more years of continuous service.
3. One and one-fourth (1 1/4) working days for each employee who has completed two (2) or more years of continuous service.
4. One and two-thirds (1 2/3) working days for each employee who has completed ten (10) or more years of continuous service.
5. Two and one-twelfth (2 1/12) working days for each employee who has completed fifteen (15) or more years of continuous service.
6. Two and one-half (2 1/2) working days for each employee who has completed twenty (20) or more years at continuous service.

G. Vacation credits may not be accumulated, and all vacations must be taken within one year following the period in which earned. A vacation week shall be defined as five (5) consecutive working days for all employees.

Section 2:

A. Employees will be required to give forty-eight (48) hours prior notice to any use of vacation time of sixteen (16) hours or more. For vacation time or less than sixteen (16) hours or personal leave time, the employee must give at least twenty-four (24) hours prior notice. All such requests must be approved by the Department Director or his/her designee.

B. The City of Alton will provide three (3) personal days, non-accumulative, to be used at the employee's discretion. The personal days shall be figured on the Fiscal Year April 1 to March 31. All such requests must be approved by the Department Director or his/her designee.

C. By January 31 of each calendar year, employees may submit in writing to the Employer their preference for vacation, provided an employee may not submit more than three (3) preferences. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the City. Where the Employer is unable to grant and schedule vacation preferences for all employees but is able to grant some employees such vacation preferences, employees shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by workdays.

Employees who file their preference by January 31 shall be notified of the vacation schedules by March 1 of that calendar year (or as soon as possible if vacation leave is requested to be taken prior to March 1st). Vacation requested and approved within the above-mentioned guideline may be rescheduled by mutual agreement between the appropriate supervisor and the employee.

An employee wishing to schedule vacation leave for one eight (8) hour shift should request such leave as far in advance as reasonably possible, but at least by the end of his/her work shift immediately prior to the day for which vacation leave has been requested.

LEAVE WITH PAY

Leave with pay may be granted by the Mayor upon recommendation by a department head for the purpose of attending conferences, conventions, workshops, or similar meetings.

LEAVE WITHOUT PAY

Any permanent employee who has been in the employ of the City for one year or more shall be granted leave without pay which shall be considered military leave to serve in the armed forces of the United States, by enlistment or draft. Upon return of such employee from active service, he shall be restored to his former position or a position having similar character and standards of duties and compensation, provided:

- a) he presents a certificate or other evidence that he has satisfactorily and honorably completed his period of training or active service.
- b) he is still qualified to perform the duties of such position
- c) he makes application for reinstatement within ninety (90) days after he is relieved from training or active service, and
- d) the City's circumstances do not make it impossible or unreasonable to restore such employee.

Service towards salary advancement or seniority shall be deemed not to be interrupted by such military service, except those persons in probationary status on commencing such military leave shall revert to such status upon reinstatement.

Notwithstanding the foregoing, any permanent employee who has been in the employ of the City for one year or more, is a member of the organized reserves of any branch of the armed

forces of the United States and is called into active duty for a period of time not to exceed thirty (30) days in any calendar year. shall be paid the difference between the amount paid by the armed forces and the amount the employee would have received from the City had he not been called into active duty.

Upon return of any employee from military leave, the temporary services filling his position shall be immediately terminated. If the position had been filled by promotion; the employee so promoted shall be returned to his former position.

Leave without pay not to exceed one year may be granted by the Mayor on recommendation of the department head to any employee who is entering upon a course of training to study for the purpose of improving the quality of his service to the City or fitting himself for promotion.

An employee who is on leave of absence without pay shall notify his department head, either in person or in writing, of his readiness to return from such leave at least ten days before the expiration of his leave. Refer to City Code 1-11-7 (Ord. 7559, 3-8-2017) for Military leave.

COMPENSATORY TIME

Employees who are required to work overtime or on a legal holiday or on other regularly scheduled off-day, for which they are not compensated by additional pay shall be allowed compensatory time off within six (6) months following the month in which the overtime or holiday was worked, unless otherwise authorized by the Mayor.

No compensatory time shall be allowed for any accumulative overtime period of less than one hour. Up to but not more than five (5) days of compensatory time may be added to or included with a full period of vacation or leave due to illness.

When the maintenance of essential services prevents the granting of compensatory time earned by an employee in accord with the provisions of this Section, then the Mayor may compensate such employee in cash for compensatory time earned but not allowed, subject to the availability of an unexpended balance in the appropriate appropriation account.

PAYMENT FOR PART-TIME EMPLOYMENT

Whenever necessary to maintain essential services, employees may be assigned to full-time positions on a part-time basis and, when performing part-time services, they shall be paid on an hourly basis determined by dividing the annual salary by two thousand eighty (2080) hours.

RESIGNATION

Section 1:

The absence of any employee from duty for three (3) successive working days or longer, without notice to his department head of the reason for such absence and his intention to return, shall be considered in effect a resignation.

Failure of an employee to report at the expiration of leave of absence or vacation shall separate the employee from the service and shall be considered in effect a resignation.

Employees desiring to resign in good standing shall submit their resignation in writing to their department heads not less than fourteen (14) days prior to the effective date of such resignation.

HEALTH INSURANCE

The monthly employee contributions are based on 24 pays per year:

100% Plan		2022-2023	2023-2024	2024-2025	2025-2026
Employee Only	\$1,051.96	\$0	\$10	\$15	\$20
Employee and Spouse	\$2,103.93	\$75	\$42.32	\$65	\$86.66
Employee and Children	\$1,998.73	\$75	\$41.15	\$61.75	\$82.33
Family	\$3,050.69	\$75	\$85	\$94.25	\$125.65

Insurance and prescription drug co-pays, paid by the employee, will become effective according to the following schedule:

Co-Pays

Doctor Office Visit	\$20	
ER Visit		\$80
Urgent Care	\$45	

Prescription Drugs

Generic		\$7.50
Name Brand	\$20	
Non-Formulary		\$40

Mail Order Prescription Plan

(For 3 months)		
Generic		\$12
Name-Brand	\$35	
Non-Formulary		\$75

Annual Dental	\$75
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Deductible

Beginning with the Plan Year starting May 1, 2014, employees with both individual and family coverages will be responsible, on a Calendar Year basis, for, and only for, the first \$500 of in-network eligible medical claims (“Deductible”) and the co-pays set forth in this agreement, notwithstanding any higher deductible amount in the Benefit Summaries for in-network claims for family. The Calendar Year Deductible for the Plan Year starting May 1, 2014, for non-network claims will be \$1,000 for an individual and \$2,000 for family.

The Deductible will apply to anything not addressed by a co-pay including, but not limited to the following services:

- Cancer Resource Services
- Congenital Heart Disease Surgeries
- Dental Services—accident only
- Durable Medical Equipment
- Home Health Care
- Hospice Care
- Hospital—Inpatient stay
- Kidney Resource Services
- Lab, X-Ray, and Major Diagnostics including CT, PER, MRI, and nuclear medicine
- Mental Health—Inpatient
- Substance Abuse Services—Inpatient and Outpatient
- Ostomy Supplies
- Physician Fees for Surgical/Medical Services
- Private Duty Nursing—Outpatient
- Prosthetic Devices
- Rehabilitation Services
- Scopic Procedures
- Skilled Nursing Facilities
- Surgery
- Therapeutic Treatments
- Transplantation Services

All charges subject to a Deductible will apply to both the in-network and non-network Deductible. In-network physician office visits, ER visits, urgent care, and prescription drug charges will continue to have co-pays at the rates set forth in the Agreement and these claims will not be subject to the Deductible. Co-pays for services set forth in the Agreement shall not count towards the Deductible. In connection with charges for which there is a co-pay. In addition, the employee or dependent will not be responsible for the cost of services for which there is a no charge.

The City will reimburse employees for claims on a quarterly basis. The employee will not need to provide receipts. The City will run a report of claims applied to the Deductible each calendar quarter and will reimburse the employees in the month following the calendar quarter. For example, expenses billed January through March will be paid in April.

The City may create an HRA, subject to the Union’s agreement, as a mechanism to reimburse employees these amounts.

The City may initiate cost containment measures during the contract terms provide the benefit levels, co-pays, deductibles, out of pocket limits, and other substantive provisions of the plan (i.e., the City Hospital and Major Medical Policy that was in effect April 1, 1996, with the modifications as outlined herein and in the Benefit Summaries for the City of Alton Non-Police

Medical and Rx Plans for May 1, 2014) remain substantially the same. In the event the City determines to make any such changes, the City shall provide the Union ninety (90) days written advance notice of such change. Such notice shall specifically set forth the nature of the intended change. The Union shall be afforded reasonable opportunities to meet and confer with the authorized representatives of the City prior to implementation of such change.

In the event such change is initiated by the insurance carrier providing insurance coverage to employees, the City shall provide the Union with notice of such change within five (5) days of the date the City receives notice of such change from the insurance carrier. Such notice shall specifically set forth the nature of the intended change and the Union shall be afforded reasonable opportunities to meet and confer with the authorized representatives of the City prior to implementation of such change.

In the event any employee elects to participate in a federally mandated Health Maintenance Organization (HMO), the employee will pay the same dollar amounts toward the cost of the HMO as it would have paid toward the City of Alton sponsored plan.

LONGEVITY PAY

All regular full-time employees who are compensated on a monthly or annual salary basis and all hourly paid employees who are customarily employed forty (40) hours or more each calendar week shall be entitled to longevity pay for length of service, in addition to base pay, at the rate set forth as follows:

%	2 1/2%	3%	3 1/2%	4%	4 1/2%	5%	5 1/2%
Years	2-3	3-4	4-5	5-6	6-7	7-8	8-9
%	6%	6 1/2%	7%	7 1/2%	8%	8 1/2%	9%
Years	9-10	10-11	11-12	12-13	13-14	14-15	15-16
%	9 1/2%	10%	10 1/2%	11%	11 1/2%	14%	
Years	16-17	17-18	18-19	19-20	20-25	Over 25	

There will be no retroactive pay for longevity increases. Increases begin on April 1st, 2022.

Computation of eligibility under the foregoing schedule shall be based on years of employment to be completed as of April 1, starting in 1971 and yearly thereafter.

Beginning October 8, 1997, length of employment for the purpose of computing eligibility for and rate of longevity pay shall include only the current period of continuous service. Continuous service shall be any service in which there has been no interruption by layoff in excess of one year, resignation, retirement, or involuntary separation. Absence due to military service shall not serve to interrupt continuous service nor shall injury in the line of duty, sick leave with pay, leave without pay or any other period of absence approved by the Mayor unless the employee

was employed by another employer during such period of absence. Failure of an employee to report to work at the expiration of any authorized absence shall stay the accrual of longevity time until such employee is reinstated in good standing.

SICK LEAVE

- A. Except as otherwise provided all regular full-time employees who are compensated on a monthly or annual salary basis and all hourly paid employees who are customarily employed forty (40) hours or more each calendar week may be given sick leave with pay at the rate of one working day for each calendar month at continuous work performed during which there were no unpaid absences without leave, provided:
- B. No sick leave shall be accrued to any employee during the time he serves in an elected office.
- C. No sick leave shall be credited for the first month of service if employment begins after the tenth day of the month.
- D. Sick leave with pay shall be accumulative; however, at the end of any fiscal year any employee not wishing to add to his accumulated total of unused sick leave, those sick leave days not used of the eligible days for said year, may request payment in lieu thereof, but not to exceed the number said employee is eligible to receive during one year exclusive of that which has been accumulated. Provided, however, that each employee shall have accumulated and shall maintain a minimum of at least twenty (20) sick leave days to be eligible to request payment as provided herein. Payment as noted herein shall be based on the employee's hourly rate (or daily rate in the case of salaried employees) as computed on the approved rates provided in the then current appropriation ordinance. Any employee who has used more than his eligible number of sick leave days in any given year shall automatically have the surplus number of sick leave days used for said year deducted from said employees accumulated total, if any, unless said sick leave surplus has been approved by the employee's department head.
- E. Sick leave with pay shall be granted solely on account of an actual illness of eligible employee, or by reason of medical recommended quarantine due to exposure to contagious disease.
- F. Any employee who is ill on a workday must notify his or her immediate supervisor no later than one-half (1/2) hour prior to start of each workday unless prior arrangements have been made. Extenuating circumstances (accident injury occurring on the way to work, hospital isolation of an emergency nature, etc.) will, of course, always be considered. Failure to adhere to the first paragraph shall automatically place the offending employee on unauthorized leave status, resulting in loss of pay for that and subsequent non-reporting days.
- G. Department heads may require employees requesting sick leave of three (3) or more consecutive days to provide a certificate or medical report from a medical doctor certifying to the actual disability of the eligible employee. Eligible employees who take sick leave shall report their disability to their department head or immediate supervisor not less than one hour prior to the start of the first workday of their illness or disability. Failure to so report shall automatically

place the eligible employee on an unauthorized absent without leave status. Failure to so report on more than three (3) occasions during any one fiscal year shall be grounds for discharge from City employment.

H. Sick leave credits shall accumulate to the credit of the employee if not used or paid as provided by subsection E of this Section. Accumulated unused sick leave credits shall be payable to an employee in the following circumstances subject to the limitations hereinafter provided:

If an employee:

1. Is granted a retirement pension as a result of his City employment; or
2. Is granted a disability pension as a result of his City employment, whether such disability incurred in the line of duty or otherwise; or
3. Is terminated by appropriate actions of the City; or
4. Resigns from the service of the City; or
5. Dies while an employee of the City.

The employee or the employee's estate shall be paid for his unused accumulated sick Leave credits subject to the following limitations:

Only the first thirty (30) days of unused accumulated sick leave credits shall be paid in full. All unused accumulated sick leave credits in excess of thirty (30) days shall be paid at one-half (1/2) the normal rate of pay for the employee.

b. The total unused accumulated sick Leave credits to be initially considered for payment pursuant to the foregoing subsection shall never exceed the greater of:

- (1) Sixty (60) days credit; or
- (2) The total unused sick leave credits accumulated by an employee as of the effective date of this amendment.

I. All unused accumulated sick leave credits for which an employee would be entitled to payment under the provisions of subsection H of this Section shall be canceled, forfeited, and held for naught if:

1. The employee resigns without providing at least two (2) weeks notice to the City of the employee's intent to resign; or
2. The employee is terminated by appropriate actions of the city with good cause. "Good cause" as used in this Section shall mean the failure of the employee to adequately perform the duties or responsibilities of the employee's position or some substantial shortcoming in the employee or the performance of the employee's duties by the employee which renders his termination from the City appropriate and in the best interests of the City.

Before unused accumulated sick leave credits can be canceled, forfeited, or held for naught as provided aforesaid, the affected employees shall be granted an opportunity for a hearing with appropriate due process procedural safeguards. Said hearing shall be limited to a determination of whether the employee resigned without providing at least two (2) weeks notice

to the City of the employee's intent to resign or whether the employee was terminated by appropriate actions of the City based on good cause as defined herein. If the employee's termination by appropriate actions of the City included an opportunity for a meaningful hearing on the question of whether his termination was for good cause, the hearing so held concerning the termination of the employee shall satisfy the requirements of a hearing necessitated by this subsection dealing with unused accumulated sick leave credits.

The decision of the City to cancel sick leave credits pursuant to the provisions of this Section shall be deemed a final administrative decision of the City and shall be subject to judicial review pursuant to the Illinois Administrative Review Law.

J. The annual sick leave buy back will be paid on the same date as the first paycheck in December. All unit members hired after October 1st, 2019 will not be eligible for sick leave buy back.

APPLICATION OF OTHER LAWS

An employee receiving sick leave with pay or compensation for injury in line of duty, who simultaneously receives compensation under the provisions of the Illinois Retirement Fund, or any insurance plan to which the City contributes to payment of premiums, shall receive only that portion of his regular salary which will, together with such compensation, equal his regular salary.

ARTICLE 15 – FAMILY DEATH

Section 1. In the case of a death in the employee's immediate family (spouse, children, grandchildren, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandparents of spouse, stepchildren, stepmother, stepfather, stepbrother, and stepsister), the Employer will grant a leave of absence, with pay, for three (3) regularly scheduled workdays, for those employees who attend the funeral. The employee shall notify the Employer of a death in the family and request the desired days of said leave of absence.

Section 2. Employees shall be allowed a maximum of eight (8) hours off with pay when requested to be a pallbearer, provided the employee has advised his/her supervisor twenty-four (24) hours in advance. Every attempt will be made by the City to excuse the employee. Employees will show written proof of service from the Funeral Director of his/her services rendered.

ARTICLE 16 – EDUCATION

The Employer shall reimburse all costs of tuition and books to any employee attending any accredited local community college or university. This reimbursement shall apply to all courses required for a Certification Process or Training Program in an area related to employment within the bargaining unit. Said determination to be made by the appropriate reimbursement is payable, minus any grant money, scholarship money, or other financial assistance or stipend received by the employee, on completion of said course(s) with a passing

grade of “C”, or a passing grade if a pass/fail grade method is used, rate is not to exceed such rates as those charged by the local community college at the time the course is taken. For any bargaining unit position that requires a special license, the Employer shall be responsible for paying licensing fees, re-licensing fees, and for the purchase of textbooks necessary in obtaining said license. When required by the job description, the City will reimburse the employee the cost of obtaining an Illinois Commercial Driver’s License. The employee must present his newly issued CDL for re-imburement. This provision covers only the cost of the initial issuance or regularly scheduled renewal of a CDL.

ARTICLE 17 – SUBSTANCE ABUSE POLICY

Section 1. – General Policy Regarding Drugs and Alcohol. The use of illegal drugs and the abuse of alcohol and legal drugs by employees of the City of Alton present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, impairs job performance, causes higher rate of absenteeism, and reduces productivity. In addition, such use and abuse violate the reasonable expectation of the public that the City employees who serve them obey the law and be fit and free from the adverse effects of drug and alcohol use. In the interests of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of other employees and citizens, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees of the City. Contained herein is the policy and procedures of the City of Alton and Teamsters Local Union 525.

The City has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the on-duty abuse of prescribed drugs, the use of alcohol; and the on or off duty use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by employees is strictly prohibited. Violation of these policies will result in disciplinary action in accordance with the provisions of this policy.

Section 2. – Intent of Policy. It shall be expressly understood by both parties (City and Union) that the intent of this policy is to insure the safety of the employees and citizens of Alton from the deleterious effects of alcohol and/or drug abuse, and to provide for the rehabilitation of an employee. Sanctions enforced under this policy shall be used as a deterrent to violations of the prohibitions of this policy. The provisions of this policy shall be applied uniformly among employees covered under this contract and shall not be applied discriminatorily or for punitive or personal retribution purposes.

Section 3. – Definitions.

- A. Alcoholic beverage – any beverage that has an alcoholic content above 0.1 percent by weight or volume, e.g., beer, wine, or spirits.
- B. Drug - any substance (other than alcohol) including, but not limited to, a controlled substance, an illegal drug, and a prescription drug capable of altering an individual’s mood, perception, pain level, or judgment.

- C. Controlled Substance - any drug for which the distribution, sale, or consumption is controlled by law.
- D. Prescription Drug - any drug which is prescribed by a duly licensed medical practitioner for the individual consuming it.
- E. Illegal Drug - any drug of substance for which the sale, distribution, possession, or consumption without proper authorization, is subject to criminal sanction, or is a controlled substance consumed, sold, possessed, or distributed illegally.
- F. Employee Assistance Program – the Employee Assistance Program (EAP) provided by the City.
- G. Employee - any employee working for salary or wages for the City.
- H. Under the Influence of Alcohol – having two-hundredths (.02) of one percent (1%) or more by weight alcohol in a person’s blood shall be a presumption that the person is under the influence of alcohol.
- I. Positive Test Result (Drugs) – shall mean a result on the GC/MS confirmation test where the specimen tested contains drugs or drug metabolite concentrations at or above the concentrations specified for prohibited drugs in Section 10.7-C.

Section 4. – Pre-employment and Probationary Screening. All applicants will be required to submit urine specimens to be screened for the presence of drugs prior to employment. No applicant with a positive result shall be eligible for hire. Any applicant refusing to submit such required testing shall not be considered for employment. Probationary employees will be required to submit blood and urine specimens to be screened for a presence of drugs and/or alcohol during the final thirty (30) days of the probationary period.

Section 5. – Conviction of any Drug Related Activity on City Property. The City is required to notify any federal agency with which the City has a contract, or from whom the City receives a federal grant more than Twenty-Five Thousand Dollars (\$25,000) within ten (10) days after receiving notice from an employee, or otherwise receiving actual notice, that the employee has been convicted of a drug related activity on City property.

Accordingly, employees are required to report any criminal convictions that are a result of the use or possession of any drug prohibited under this Policy on City property no later than ten (10) days after such conviction.

Section 6. – Random Drug Testing.

- A. All random drug testing will be conducted in accordance with this Substance Abuse Policy.
- B. Testing will be conducted bi-monthly. Tests will fall within the following time frame: Test 1, January-February; Test 2, March-April; Test 3, May-June; Test 4, July-August; Test 5, September-October; Test 6, November-December. The test dates will be selected by the Public Works Director and the Park and Recreation Director with the approval of the Personnel Director.

- C. The annual number of employees to be tested will meet or exceed the Illinois Department of Transportation guidelines. This number will be apportioned equally over the six randomly selected test dates.
- D. Names will be chosen in the following manner by a computerized random draw:
 - 1. Names of all Bargaining Unit employees will be entered into the computer for the random draw.
 - 2. The drawing will be observed by the Director of the department, or his/her designated representative, and by one shop steward from the bargaining unit of that department.
 - 3. Employees will be selected for random drug testing from a pool that consists of the entire workforce, not by Department or Division.
 - 4. After drawing, all names will be returned to the lottery pool.
- E. Notification will be given to those selected by the lottery process immediately after the lottery has been conducted. Those persons notified will immediately report to their Division Director. Those persons witnessing the lottery will not divulge the names chosen until after notifications are complete.
- F. Exemptions from reporting immediately to the testing facility are as follows:
 - 1. Vacation
 - 2. Funeral Leave
 - 3. Sick Day (Taken prior to the lottery drawing)
 - 4. Jury Duty

Section 7. – Employee Assistance Program. Any employee who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Voluntary entrance into the Employee Assistance Program can occur by self-referral, by the recommendation of a supervisor or department director, or as a requirement of the terms and conditions of this Alcohol and Drug Policy.

When a request is made for assistance through self referral, or by recommendation, confidentiality will be maintained between the employee seeking assistance and the Employee Assistance Counselor.

Rehabilitation itself is the responsibility of the employee. For an employee enrolled in a formal treatment program which requires the employee to be off work on scheduled work shifts, the City will grant leave at full pay up to the employee's accumulated sick leave. An employee using up accumulated sick leave will then be allowed to use his/her vacation and accumulated compensatory time.

To be eligible for continuation of employment while on required rehabilitation under this policy, the employee must be continuously enrolled in a City approved alcohol and drug treatment program and must actively participate in such program.

Upon successful completion of the employee's rehabilitation action plan required under this policy, the employee will be tested, and the results of the test must be negative before the

employee will be returned to active status. Such return will be without reduction of pay or loss if seniority.

Section 8. – Prohibitions. Violations of the following prohibitions will result in disciplinary action in accordance with the provisions of this policy.

- A. The sale, possession, distribution, manufacture, or transfer of any illegal drug when on or off duty will result in immediate termination.
- B. The illegal sale, possession, distribution, manufacture, or transfer of a controlled substance when on or off duty will result in immediate termination.
- C. Consuming or being under the influence of alcohol while on duty. First offense will result in a ten (10) working day suspension and referral to the Employee Assistance Program. Second offense will result in immediate termination.
- D. Failure to report to their respective Supervisor any known adverse side effects of medication or prescription drugs which they are taking. First offense will result in a ten (10) working day suspension and referral to the Employee Assistance Program. Second offense will result in immediate termination.
- E. Testing positive for an illegal drug. First offense will result in a ten (10) working day suspension and referral to the Employee Assistance Program. Second offense will result in immediate for termination.
- F. Consumption of a prescription drug that impairs an employee's ability to perform his/her duties by an employee who is not the individual for whom the prescription drug has been prescribed by a licensed medical practitioner. First offense will result in a ten (10) working day suspension and referral to the Employee Assistance Program. Second offense will result in immediate termination.

Section 9. Administration of Tests.

- A. Informing Employees Regarding Policy. All present employees shall be supplied a copy of this Substance Abuse Policy, and the City will meet with the employees to explain the Policy in detail. Local Union representatives shall be granted the opportunity while on duty to be present to explain the Union's role in regard to the Policy. New employees will be given a copy of this Substance Abuse Policy as part of the new employee orientation.
- B. REASONABLE SUSPICION. Where there is reasonable suspicion of drug use or alcohol abuse, a test shall be ordered by the Department Director or his/her designee and the employee shall be required to report for testing, as long as the provisions of this policy are adhered to. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using an/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable

suspicion will be based upon the following:

1. Observances or reports of the employee's conduct or behavior such as an odor of alcohol, unusually slow or erratic movement or speech patterns, confusion, or lack of coordination, or other behavior or personality changes associated with drug or alcohol abuse.
 2. Information provided by an identifiable third party which is independently investigated by the Department Director or his/her designee to determine the reliability or validity of the allegation.
 3. Accident/Injuries. When an employee is involved in an on-the-job accident or injury, the employee's Department Director or Supervisor, as applicable, shall conduct a preliminary investigation promptly, and as part of the investigation shall evaluate the employee's appearance and behavior. Drug or alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the employee caused the accident or injury or where there is reasonable suspicion that the employee's alcohol or drug use may have contributed to the incident.
 4. Arrest or indictment. When an employee has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty.
- C. **STATUS OF EMPLOYEE FOLLOWING ORDER FOR TESTING.**
When random testing is ordered in accordance with the provisions of this policy, the employee shall return to work pending the receipt of results of the test(s). In the event of a positive test, the employee will be subject to the provisions of Section 8, Subsection E of this Article. In case of "for cause" testing the employee will be removed from duty and placed on leave with pay pending the receipt of results of the test(s).
- D. There shall be no across-the-board unscheduled testing of employees.
- E. The City agrees to pay all expenses incurred in testing of the employee.
- F. **Voluntary request for assistance** Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee there shall be no adverse employment action taken against the employee. When voluntary assistance is requested under this Policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling, and other support, and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Employee Assistance Program.

Section 10. Testing Procedures. The test procedures outline in this Section shall conform with the NIDA Standards (National Institute on Drug Abuse) of the federal guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the C.F.R. effective 12-1-89 or as amended. In the event there is any conflict between the procedures set forth in this Section and the NIDA Standards, the NIDA Standards shall control. Deviation from the NIDA Standards shall constitute a negative test.

In addition to the NIDA Standards, the following procedures shall be followed for all tests:

A. General Procedures

1. Employees covered by a collective bargaining agreement are entitled to union representation; a union representative shall be notified when a for cause test is ordered and shall accompany the employee to the collection site, provided such representative is immediately available and that securing such representative does not delay or impede the process.
2. Collection Sites. Collection services will be provided at OSF Health Care and Midwest Occupational Medicine (MOM).
3. Chain-of-Custody. In all cases, strict chain-of custody procedures will be followed:
 - a. Immediately after the specimen is obtained, the employee and the doctor or nurse will initial the confidence seal on the specimen.
 - b. Both parties will sign the laboratory chain-of-custody form, including the date and time.
 - c. Labeled specimens will be placed in a locked refrigerator or laboratory container located at the collection site. The collection site staff member will sign and date the log.
 - d. The frequency of lab courier pickup of specimens shall be accordance with standards approved by NIDA. Courier and collection site staff will sign the chain-of-custody form.
 - e. Specimens will be transported to the designated NIDA-certified Medtox laboratories where they will be processed in a separate drug testing area accessible only to authorized personnel.
 - f. All personnel who handled the specimen must sign and date the -of-custody form.
4. Scheduling. "For cause/fitness for duty" and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied to the collection site by a supervisor and a union representative. The employee being tested will present identification.
5. Results. Results will be forwarded by mail to the Department Director in a confidential envelope. Generally, this means within 24-72 hours of

specimen pick-up by the lab. The Department Director may request that the testing lab release the results by phone or in person only to him.

6. Collection Procedure.

- a. The employee's identity will be verified by driver's license or by the accompany supervisor in the absence of a picture I.D. Verification will be done by the doctor or nurse.
- b. Drug history/drug disclosure form will be completed by the employee and reviewed by a doctor or nurse.
- c. Consent form will be signed by employee and witnessed.
- d. The specimen will be obtained as follows:
At the Midwest Occupational Medicine, and OSF Healthcare site, the collection will be unwitnessed: the employee will be fully unclothed, dressed in a hospital gown, wash his/her hands thoroughly, including under and around the fingernails; and accompanied to the bathroom door. The employee will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen. Blood alcohol specimen will be obtained by qualified employee at the collection site.
- e. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the employee.
- f. Urine specimen will be sealed in full view of the employee and the confidence seal placed over the top of the bottle.
- g. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
- h. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
- i. "For cause" testing will also include a medical history to gather an understanding of any physical conditions, known or unknown, of an employee, as well as to provide a third-party observation and assessment of the individual.
- j. In connection with its testing program the testing lab shall engage the services of a qualified Medical Review Officer 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.

7. Laboratory Process. NIDA-certified laboratory shall be utilized for all drug/alcohol screening processing. The laboratory will:

- a. Use a 5-drug panel of: amphetamines, cocaine, cannabinoids, opiates, and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).
- b. Use the EMIT procedure or NIDA approved equivalent as the initial screen, utilizing cutoff levels as follows: Marijuana metabolites 100ng/ml, Cocaine metabolite 300ng/ml, Benzoylcegonine Opiate metabolite 300ng/ml, Amphetamines 100ng/ml, Phencyclidine 25ng/ml.
- c. Use Gas Chromatography/Mass spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels as follows: Marijuana metabolites 15 ng/ml

(Delta 9—THC Carboxylic)
Cocaine metabolite 150 ng/ml
Benzoylcegonine

Opiate metabolites:
Morphine 300 ng/ml
Codeine 300 ng/ml
Amphetamines 500 ng/ml
Amphetamine or
Methamphetamine
Phencyclidine 25 ng/ml

- d. Freeze and retain all positive specimens for at least twelve (12) months after testing.
 - e. Use for alcohol a blood alcohol content level of .04 grams per 100 cubic centimeters.
- B. Independent Testing. When an employee has been tested pursuant to rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee may request and complete the independent test within ten (10) days of notice by the MRO of his/her positive test. The independent test shall be at the employee's expense and shall be performed by a NIDA laboratory selected by mutual agreement between the Union and the City. If such independent test yields a negative test result, the City will consider those results in its determination of further action.
- C. Confidentiality of Test Result. The results of drug and alcohol tests be disclosed to the person tested, the Department Director, and such other officials as may be designated on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program and investigation of disciplinary

action. Test results will be disclosed to the designated representative of the Union upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. 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. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

8. Specific Responsibilities.

A. The Department Director or his/her designee will:

Identify those employees where a drug/alcohol screen is required and notify the Union's representative of such requirement.

B. The employee subject to a drug/alcohol screen will:

1. Report to the collection site as instructed.
2. Furnish documentation relating to the use of any prescription drugs, i.e., prescription bottle with prescription number, prescribing physician's statement to the responsible person at the collection facility.
3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.
5. Have in his/her possession his/her employee identification card.

C. Any employee who is taking prescription medication could affect perception, judgment, memory, coordination, or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his/her supervisor. Such will be treated on a confidential basis.

Section 11. – Savings. If any provision of this Article is subsequently declared by federal or state legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Article shall remain in full force and effect for the duration of this Agreement. Such invalidated provisions of this Article shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision. Any disputes not resolved by mutual agreement shall be resolved in accordance with the procedures of Article VII.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior practice and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with this Agreement constitutes the complete and entire written understanding between parties.

ARTICLE 19 – SEPARABILITY AND SAVINGS

Section 1. If any article or section of this Contract or of any riders thereto should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

ARTICLE 20 – WAGE RATES AND PAY GRADES

Paychecks will be handed out to employees on Friday at 7 a.m. and will be in a sealed envelope. If an individual is going to be off on Payday, he/she will receive their paycheck the day before.

The following wage rate per hour shall be:

	<u>4/1/2022</u>	<u>4/1/2023</u>	<u>4/1/2024</u>	<u>4/1/2025</u>
Grade 1	\$27.28	\$28.10	\$28.81	\$29.53
Grade 2	\$25.70	\$26.47	\$27.13	\$27.81
Grade 3	\$25.03	\$25.78	\$26.42	\$27.08
Grade 3				
Probationary	\$24.34	\$25.07	\$25.70	\$26.34
Part-Time	\$19.26	\$19.84	\$20.33	\$20.84
Mechanic 1	\$29.48	\$30.36	\$31.12	\$31.90
Mechanic 2	\$28.65	\$29.51	\$30.25	\$31.01

(The Park and Recreation Mechanic I will receive the Mechanic 1 pay rate.)
All newly hired mechanics would be placed on the above salary schedule as a Mechanic 2. After one year of satisfactory service and with the approval of his supervisor, he will move to Mechanic 1.

The City shall provide an annual clothing allowance to the members assigned to the Animal Control Division in the amount of \$750.00 beginning June 1, 2015. In addition to the clothing allowance the City will provide a bullet proof vest for Animal Control officers.

The clothing allowance will be used to maintain, repair, and replace uniforms as they become worn under normal use. Should a uniform become damaged in the line of duty beyond presentable repair, then it will be the City's responsibility to replace the uniform.

Any back wages due when this Agreement is signed shall be paid in a separate payroll check.

ARTICLE 21- RESIDENCY REQUIREMENT

Upon appointment to a position by the Civil Service Commission, employees shall be required, at the conclusion of their probationary period, as a condition of continued employment, to establish and maintain their principal residence in Illinois within the boundaries of the map attached hereto. In addition, any incorporated municipality that is on the boundary line of said map shall be deemed to be within the residency requirement up to and including the corporate limits of such municipality.

ARTICLE 22 – TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect as of the 1st day of April 2022, and shall remain in full force and effect until the 31st day of March 2026; when either party may reopen said agreement by serving notice of such desire at least sixty (60) days prior to April 1, 2026.

IN WITNESS WHEREOF THE PARTIES have signed and executed this and several other copies this _____ day of _____, 2022.

For the City of Alton:

By: _____
Mayor

For Teamsters Local 525:

By: _____
Secretary-Treasurer
Business Representative

By: _____
Assistant Business Representative