AGREEMENT

Between the

CITY OF DEKALB

and

DEKALB MUNICIPAL EMPLOYEES' UNION

AFSCME LOCAL 813

January 1, 2022 through December 31, 2024

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AGREEMENT

DEKALB MUNICIPAL EMPLOYEE'S UNION, LOCAL #813

PREAMBLE

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

The parties agree as follows:

ARTICLE 1. DEFINITIONS.

Section A. Probationary Personnel.

1) All new employees, including rehired Employees, covered by this Agreement shall be considered as probationary Employees and must successfully complete a twelve (12) month probationary period from the date of hire before attaining permanent Employee status.

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

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

a.	Transferred Employees:	Four (4) months from the date of transfer.
b.	Promoted Employees:	Six (6) months from the date of promotion.

A special probationary Employee who wishes to return to his/her former job classification may return to his/her former position without any loss in seniority within thirty (30) calendar days or until the vacancy is filled. However, this "return right" shall not exceed sixty (60) days. Management reserves the right to require a special probationary employee to return to his/her former job classification when it is determined that the employee cannot satisfactorily perform the job within the special probationary period. The right contained in this paragraph shall not be subject to the procedures set forth in ARTICLE 9 and ARTICLE 10 herein. Any other Employees who were transferred or promoted following and as a result of this Employee's transfer or promotion shall also be returned to their former positions, and unless there is a lay off involved, the bumping procedure shall not apply.

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

Section B. Regular Full-Time Personnel.

All Employees covered by this Agreement shall be defined as regular full-time Employees.

Section C. Employees and Personnel.

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

Section D. Supervisory, Professional and Confidential Personnel.

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

Section E. Part Time.

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

Section F. Temporary Personnel

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

ARTICLE 2. RECOGNITION.

Section A.

Nothing in this successor collective bargaining agreement shall be interpreted as waiving any rights or responsibilities provided for by Public Act 101-620.

Section B.

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

Section C.

Notwithstanding the provisions of Section A of Article 2, probationary personnel shall have no seniority rights under this Agreement and may be terminated by the employer without recourse to the Grievance Procedure but shall be subject to all other provisions of this Agreement. However, special probationary employees as defined in Article 1, Section A, Paragraph 2, shall be entitled to the rights outlined in Article 9 & 10, if they are terminated from employment with the City of DeKalb.

ARTICLE 3. HOURS OF WORK.

Section A.

The hours of work are as follows:

1) Police Department Telecommunicators shall work forty (40) hours per week on either an eight (8) or ten (10) hour shift basis as determined by the department, with a half hour for lunch or as the employer may otherwise determine. The Employer shall inform the Union in advance of any temporary changes in work schedules to meet seasonal or unforeseen conditions. Such changes shall not be made for arbitrary or discriminatory reasons. Absent a bona fide emergency, Telecommunicators shall not be scheduled for more than twelve (12) hours and shall have a minimum of eight (8) hours of rest in between each shift.

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

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

4) All Employees covered by this agreement which have completed his/her normally scheduled workday/shift or called in before or after his/her normally scheduled

workday/shift and are not able to report to work may be subject to disciplinary action, unless excused by his/her immediate non-Union supervisor.

Section B.

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

Section C.

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

Section D.

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

Section E.

Shift bidding for the next calendar year shall be completed no later than 45 days prior to the end of the current scheduled year. Shifts shall be broken up in 4 quarters and will be as equal in length as possible depending on pay periods, the calendar year, and the end date of the current schedule. The Police Chief or his designee shall have the final decision in determining the length, start/end time, and workdays of each shift. Once decided the Police Chief or his designee shall post a paper copy of the shifts and label them in numerical order.

Shift bidding will be based on seniority with the first bid going to the Telecommunicator having the most seniority. They shall choose one (1) of the numerically numbered shifts. Once completed, the process will move down the list of seniority. Once the end is reached it will start over again with the most senior until the process is complete.

ARTICLE 4. HOLIDAYS.

Section A.

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

Holiday	**Date Observed**
New Year's Day	January 1
Martin Luther King Day	State Observed Day

Presidents Day	State Observed Day
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	State Observed Day
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Christmas Eve Day	December 24

In the event that any of the above holidays fall on a Saturday the preceding Friday will be observed as a paid non-working day. In the event that any of the above holidays fall on a Sunday the following Monday will be observed as a paid non-working day. In the event that Christmas falls on a Saturday the preceding Thursday and Friday shall be observed as paid non-working days. In the event that Christmas Eve falls on a Saturday or a Sunday the preceding Friday shall be observed as a paid non-working day.

Section B.

In addition to the holidays provided in Section A above, Employees other than Telecommunicators will receive two (2) floating holidays on January 1 of each year, which shall be subject to the procedures for scheduling vacations as provided in Article 5. Floating holidays must be used in the calendar year in which they are accrued and will not be carried from year-to-year. All new employees, other than Telecommunicators, shall receive two (2) floating holidays at the time of hire, and shall receive two (2) floating holidays on January 1 of each year thereafter.

Section C.

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

Section D.

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

Section E.

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

Section F.

Telecommunicators shall receive seventeen (17) additional vacation days to that provided in Article 5 in lieu of the holidays provided in Section A and B of this Article and pay provided in Sections C and E of this Article. Such vacation days shall be prorated in the telecommunicator's first year of employment in that position.

The calculation shall be as follows: 17 working days times eight (8) hours per day then added to the employee's vacation time earned on an accrual basis.

ARTICLE 5. VACATIONS.

Section A.

Employees shall be entitled to vacation as follows:

Years of Continuous Service	Length of Vacation
Less than one year continuous service, divided by 12 (Rounded to the nearest full day).	10 working days x number of months of
One full year through 7 full years	10 working days
Over 7 full years through 13 full years	15 working days
Over 13 full years	20 working days
Over 18 full years	25 working days

Section B.

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

The vacation year shall be a calendar year. Vacation shall be earned on an accrual basis. Employees will receive 1/26th the amount of their annual vacation leaves on each paycheck, beginning with their first paycheck. During the initial year of employment, employees must work at least twelve (12) weeks prior to using vacation time. The Department Director may, in his/her discretion, grant exception to this rule. To the extent permitted by law, employees must be working on or on paid leave in order to receive vacation accruals.

a. Vacation time that is banked shall only be paid out in the following circumstances: 1) upon separation from service; or 2) if an employee has a serious illness or injury and has exhausted all other benefit time and would otherwise go into a non-pay status. Banked vacation time shall be paid at the employee's then-current rate of pay.

Section C.

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

Section D.

Vacations may be scheduled from January 1 to December 31 of each vacation year and, as far as practicable, be granted at time selected by each Employee, consideration being given to the wishes of the Employees in each department in accordance with their relative length of continuous service, but the final right to approve the vacation period is exclusively reserved by the Employer in order to ensure the orderly performance of the services provided by the Employer. If any Employee is entitled to more than three weeks' vacation, the vacation shall be divided into two or more periods during the vacation year, unless the full period is authorized in writing by the department head.

For the position of Telecommunicator, within a period of fifteen (15) days following the day a Telecommunicator receives his/her assigned schedule, said Telecommunicator shall be entitled to:

a. Select their vacation based on seniority as a Telecommunicator, which said vacation to be selected shall not exceed two (2) vacation periods of up to forty consecutive hours each for each Telecommunicator. For purposes of this Agreement and scheduling this shall be labeled as "first pick vacation." First pick vacation approved by the Supervisor cannot be rescinded absent a bona fide emergency as determined by the City.

b. Following completion of all members of the procedure in (a) above, additional vacation requests will be again based on seniority, which said vacation to be selected shall not exceed forty (40) hours of vacation, which need not be consecutive, for each Telecommunicator. For purposes of this Agreement and scheduling this shall be labeled as "second pick vacation." Second pick vacation may be withdrawn from the Telecommunicator at the discretion of the Supervisor as a last resort to cover minimum staffing levels.

The final approval for vacation will be from the Supervisor. Following completion of all members of the procedures in (a) and (b) above, the Supervisor shall accept vacation requests based on a first-come, first-served basis. Should there be more than one request for the same day, submitted on the same date, the request shall be granted to the more senior employee.

Section E.

Because vacations are for the purpose of rest and rehabilitation in order for Employees to perform effectively, vacations shall, whenever possible, be taken during the year in which the vacation days are accrued. An employee may carry over vacation days from one year to the next year, at a maximum of one hundred twenty (120) hours. Any accrual beyond this maximum will be forfeited on the last pay period of the fiscal year. Payment in lieu of vacation, or additional vacation carry over, shall only be considered when very extenuating personal or work-related circumstances have resulted in an Employee's inability to use accrued vacation time within the parameters established in this Article. In such instances, an Employee may make a written request for a day's pay for each unused vacation day, or for additional vacation days to be carried over, to his/her Department Head. Approval of such requests is at the discretion of the City Manager.

Telecommunicators may request, and if approved in writing by the City Manager or his/her designee, receive a day's pay in lieu of a day's vacation for up to forty (40) hours of vacation time.

Section F.

The full additional five (5) days in the seventh (7th), thirteenth (13th) and the eighteenth (18th) year shall be awarded for all Employees of AFSCME 813 whose anniversary date falls after January 1.

Section G. Vacation Pay Advance.

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

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

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

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

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

ARTICLE 6. PAID LEAVES.

Section A. Sick Leave.

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

(2) Any Employee contracting or incurring any non-service sickness or disability which rendered such Employee unable to perform the duties of his/her employment, may use accumulated sick leave days. An employee may use accumulated sick leave days

in the event an employee's spouse, children, stepchildren or parents are sick. All provisions of this Article will apply to the use of sick leave when a spouse, children, stepchildren or parents are sick.

Sick leave may be used for preventative medical or physical treatment and physical examination by a physician and surgeon or a dentist providing the following:

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

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

3) Provided that a Department Head is given written notice fourteen (14) days prior to an Employee's last work day (not counting vacation time), an Employee with the exception of those found guilty and discharged for just cause, shall receive pay for the Employee's accumulated sick leave as per Appendix "B", which is attached hereto and made a part hereof. However, employees seeking to retire must provide Department Head with written notice of retirement thirty (30) days prior to the employee's last day of work. If an employee elects payment into Section 457 deferred compensation account and/or cash payments, the payment shall be timed to avoid inclusion of the payment in the calculation of final earnings and avoid Accelerated Payment obligations under IMRF rules.

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

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

Section B. Bereavement Leave.

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

Section C. Jury Leave.

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

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

Section D. Severance Pay.

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

Section E. Job Related Disability Pay.

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

2) An Employee who is receiving benefits under the Workers Compensation Act or the Workers Occupational Disease Act will be paid the difference between base pay and

the aforementioned benefits for up to a maximum of twelve (12) months.

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

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

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

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

<u>Section F.</u> <u>Unforeseen Circumstances</u>

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

ARTICLE 7. LEAVES OF ABSENCE WITHOUT PAY.

Leaves covered by the federal Family and Medical Leave Act shall adhere to the provisions of that Act.

<u>Section A.</u> <u>Leaves of Absence for Personal Reasons.</u>

All other leaves of absence for personal reasons shall be covered by the following provisions:

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

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

elsewhere.

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

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

Section B. Military Leave.

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

ARTICLE 8. WAGES.

Section A.

Employees shall be compensated in accordance with the rates set forth in Appendix A, which is attached hereto and made a part hereof.

Section B.

An Employee shall be paid one and one-half (1 ½) times his/her regular straight time hourly rate of pay for all hours in excess of his/her regular scheduled workday hours and/or regular scheduled work week hours.

The Employee may request from the Employer compensatory time off in lieu of immediate overtime pay at a rate of one and one half (1 1/2) times his/her regular scheduled workday and/or regular scheduled work week hours. The maximum compensatory time that may be accrued by an affected Employee shall not be more than one hundred twenty (120) hours, except that no employee shall forfeit compensatory time already accrued. If an employee has greater than the maximum of 120 hours, the employee will be paid at one and one half (1 1/2) times his/her current rate of pay for all hours in excess of the maximum allowed.

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

The Employer maintains the right, at any time, to eliminate some or all of an Employee's accumulated compensatory time by paying the Employee at one and one-half (1 ½) times his/her current regular rate of pay.

Section C.

An Employee who is required to come back to work after having completed his/her normally scheduled workday or called in before his/her regular scheduled work time, shall receive a minimum of two (2) hours pay and will receive one and one-half (1 ½) time regular straight time hourly rate of pay for any hours worked outside his/her normal shift hours.

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

Section D.

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

Section E.

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

Section F.

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

Section G.

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

Section H.

For the position of Telecommunicator, Training Officers shall receive one (1) hour of straight time pay for each completed eight (8) hour shift and one and one quarters (1.25) hours straight pay for each completed ten (10) hour shifts as a Training Officer with a new recruit under their supervision.

ARTICLE 9. GRIEVANCE PROCEDURE.

Section A.

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

Section B.

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

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

FIRST: The aggrieved will prepare a statement, or complaint, which shall contain all of the following: the facts concerning the alleged violation, the section of the contract so violated and the relief sought. This complaint shall be submitted to the Department Head within five (5) days (excluding Saturdays, Sundays and Holidays) of the informal meeting with the Department Head. Efforts to settle the grievance will be made between the Union Committee and the Department Head. If not settled within five (5) days (excluding Saturdays, Sundays and Holidays) after presentation of the complaint to the Department Head, THEN;

SECOND: Unless further delay is agreed upon by both parties, the Union may refer the matter to the City Manager in writing within ten (10) days of the Department Head's response (excluding Saturdays, Sundays and Holidays); the City Manager shall meet and discuss the grievance within ten (10) days from the receipt of the referral (excluding Saturdays, Sundays and Holidays), and shall respond in writing to the grievance within ten (10) days after said meeting unless an extension of time is mutually agreed to in writing. If the City does not answer within ten (10) days, then the City and Union agree that the decision shall be awarded in favor of the Union.

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

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

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

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

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

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

Section C.

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

Section D.

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

ARTICLE 10. DISCIPLINE.

Section A.

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

Section B.

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

Section C.

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

Section D. Due Process.

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

Section E. Manner of Discipline.

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

Section F. Pre-Disciplinary Meeting.

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

Section G. Notification and Measure of Disciplinary Action.

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

Section H. Removal of Discipline.

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

ARTICLE 11. INDEMNIFICATION, LEGAL COUNSEL.

The Employer shall indemnify Employees covered under this Agreement in accordance with Chapter 745, Paragraph 10/1-101 et. seq. of the Illinois Compiled Statutes, except that Employees who are served with a notice of a claim or pending law suit shall notify the City Manager, or the City Manager's designee, within ten (10) days of the receipt of such notice. Failure of the Employee to notify the City Manager, or the City Manager's designee, within ten (10) days of the receipt of such notice may result in the Employer electing not to indemnify and defend such Employee.

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

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

ARTICLE 12. GROUP MEDICAL INSURANCE.

The Employer and the Union agree that for the duration of this agreement health insurance rates and premiums will remain unchanged.

Section A.

1) Except for the Employee's contribution, as hereinafter set forth, Employer will pay in full the premium for a hospital and medical insurance plan, and a dental insurance plan, for all Employees covered by the Agreement and their spouses and dependent(s), unmarried children under the age of the Dependent Coverage Age Limit, as defined herein, and who are further dependent upon the member for their support and maintenance.

   For purposes of this Agreement, the Dependent Coverage Age Limit shall be the numerically lowest age until which unmarried dependents of an employee are eligible, under applicable state or federal law, to receive insurance coverage. Under current applicable law, the City and Employees acknowledge that the Dependent Coverage Age Limit is twenty-six years of age, and that unmarried dependents are eligible for coverage (on the City's plan) until the unmarried dependents reach the age of twenty-six.

   The Employee's coverage (level of benefits) shall be in a summary plan description and plan document form as the City of DeKalb's Employee Benefit Plan for all active employees and covered retirees.

   The plan shall be the same plan which is in effect on the date hereof with the Employer retaining the right to change insurance carriers or otherwise provide for hospital and medical coverage, so long as the coverage (level of benefits) remains equal to or greater than the plan presently carried. If the City intends to change the insurance benefits for non-bargaining unit employees and such changes are not otherwise permitted by this Article of the Agreement, the City may request to reopen negotiations regarding insurance benefits. Such reopener negotiations shall be strictly limited to the benefits provided under this Article 12 of the Agreement.

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

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

The City shall offer an HMO plan which will be the same plan that is offered to the City's non-bargaining unit employees. The City can change the HMO plan from time-to-time without reopening negotiations, as long as such changes apply equally to AFSCME employees as they are applied to the non-bargaining unit employees. All changes will be communicated during Open Enrollment for the upcoming insurance plan year and will be effective no sooner than January 1 of the first plan year after which the changes are communicated.

2) Employee Wellness Benefits shall be provided in accordance with the then-current requirements under applicable Federal law, if any. The City and Employees acknowledge that the Employees are currently eligible to receive certain benefits under the Federal Affordable Care Act.

In addition, Employees shall be eligible for wellness benefits paid through the City, up to an annual maximum of $250 for Employees receiving single coverage, or to a annual maximum of $500 for Employees receiving any other form of coverage (with such limits being per *Employee*, and not per benefits recipient), for the following services:

a. Health Club Membership (membership costs covered at a 100% rate, up to the annual maximums outlined above).

b. Weight Loss Program (program costs covered at a 100% rate for educational/exercise programs only, not including any food costs, up to the annual maximums outlined above).

c. Smoking Cessation Program (program costs covered at a 100% rate for educational/behavioral programs only, not including any medication, up to the annual maximums outlined above).

d. Fitness Classes (e.g., cardio, Pilates, aerobics, covered at a 100% rate, up to the annual maximums outlined above).

The foregoing benefits shall not be utilized for the purchase of equipment or exercise clothing.

Section B. Deductibles and Co-Payments.

A summary of the Plan terms, including deductibles, co-payments, maximum out-of-pocket expenses and pharmacy costs is attached hereto as Appendix E.

Section C. Employee's Insurance Premium Contribution.

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

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

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

Section D. Insurance opt-out

Any employee who elects to opt-out from health insurance coverage, upon demonstration that the employee has alternative health care coverage (e.g., through a spouse's insurance plan) shall be eligible for a health insurance opt-out incentive. This health insurance opt-out incentive shall be paid bi-weekly through payroll over the course of the opt-out period and is considered taxable income. Any member wishing to participate in the health insurance opt-out program will be required to fill out the program application form doing the annual open enrollment period and must be able to furnish proof of and maintain other health insurance coverage in accordance with applicable laws.

The Health insurance opt-out incentive shall be paid in the following amount:

Effective January 1st, 2021:

Single Coverage	$2,500 (96.15 per pay period) *
Single +1 or Family Coverage	$5,000 (192.30 per pay period) *

*Amounts based on twenty-six (26) pay periods annually

Section E. Retired Employee Insurance.

Effective January 1, 2011, City contributions toward the cost of health insurance benefits for employees shall be modified as follows:

1. For employees who have retired prior to the effective date of the 2011-2013 agreement, retiree health insurance benefits shall remain unchanged by this Agreement, and the retirees shall obtain benefits under the 2008-2010 collective bargaining agreement.

2. For employees who provide notice of their intent to retire not later than April 1, 2012 and work their last day with the City on or before April 17, 2012, after having accrued twenty or more years of continuing, creditable service to the City under this and preceding AFSCME agreements, retiree health insurance benefits shall remain unchanged by this Agreement, and the retirees shall obtain benefits under the 2008-2010 collective bargaining agreement. The City and Employees agree to be bound under the terms of the previous collective bargaining agreement, which generally indicated that: 1) those who retire with twenty or more years of continuous service to the City under this or preceding AFSCME agreements at age 55 or older shall be eligible for City-paid, post-retirement individual

health insurance coverage; and, 2) those who retire with twenty or more years of continuous service to the City shall be eligible to initiate City-paid, post-retirement individual health insurance coverage upon reaching the age of 55. If an employee with 20 or more years of continuing creditable service seeks to retire under this section12(E)(2) prior to the age of 55, during the period of time before the retired employee reaches age 55, the retired employee will have to pay 100% of all premium costs for himself and his dependents to maintain health insurance coverage under the City plan. Upon reaching the age of 55, such employee shall be eligible for City-paid, post-retirement individual health insurance coverage, but shall be responsible for all premium costs for his spouse and dependents if coverage for them is requested. If a retired employee discontinues hospital and medical insurance coverage, said employee will not be able to reinstate coverage unless all evidence of insurability (as determined by the City's insurance broker) is met. The City has no obligation to pay the premium of a retired employee who has discontinued coverage unless all evidence of insurability (as determined by the City's insurance broker) is met.

3. For current employees hired prior to January 1, 1991, who have attained 20 or more years of service with the City:

    a. If the retiree wishes to receive coverage under the City's Medical Plan (defined herein as the Standard Health Plan described in the attached Appendix "E-1"), the City shall pay 80% of the premium cost for the retiree's coverage under the City's Standard Health Plan, excluding spouse and dependents, during retirement, commencing at age 55 (or older, if the retiree works past age 55) and continuing until the employee reaches the age for Medicare eligibility (hereafter referred to as "Medicare Age"). If a retired employee discontinues hospital and medical insurance coverage, said employee will not be able to reinstate coverage unless all evidence of insurability (as determined by the City's insurance broker) is met. The City has no obligation to pay the premium of a retired employee who has discontinued coverage unless all evidence of insurability (as determined by the City's insurance broker) is met.

    b. After an employee reaches Medicare Age, the City shall contribute $2,000 per year towards a PEHP, to be paid starting when the employee reaches Medicare Age, and terminating upon the retired employee's death. The coverages outlined under Section 12(E)(3)(a) and 12(E)(3)(b) shall terminate at the time the employee reaches Medicare Age.

    c. The City shall contribute annually an amount matching any contribution made by the employee to his preferred 457 plan up to a maximum of $2,000 annually while the employee remains employed by the City. (Employees are free to contribute additional amounts beyond the $2,000, without any city match.)

If the employee seeks to receive coverage for a spouse or dependents under the City Plan during retirement, the retired employee will have to pay 100% of all premium costs for the spouse and dependents.

    d. For an employee to be entitled to this post-retirement health insurance benefit under Article and Section 12(E)(3), the employee must either:

i. Retire from employment at a time when eligible to receive the post-retirement health insurance benefit (i.e. retire at age 55 years or older, *immediately following* 20 or more years of continuous, creditable service to the City under this and preceding AFSCME agreements);

ii. Be involuntarily terminated from employment by the City as a not-for-cause termination (i.e., reduction in force, layoff, or not-for-cause termination of special probationary Employee during special probationary period as outlined in Article 1 Section (A)(4) of this Agreement), after having 20 or more years of continuous, creditable service to the City under this and preceding AFSCME agreements.

iii Retire from employment, after having 20 or more years of continuous, creditable service to the City under this and preceding AFSCME agreements, as the direct and proximate result of a disability that: a) is incurred as a compensable, work-related injury while in the course of employment by the City; and, b) precludes and prevents the employee from having or maintaining any employment, by the City or otherwise;

iv. Retire from employment, after having 20 or more years of continuous, creditable service to the City under this and preceding AFSCME agreements, within eighteen months of the date on which they will achieve 55 years of age, provided that the employee pays for and maintains COBRA insurance through the City, at the employee's sole cost and expense, for the period of time between retirement and reaching 55 years of age.

Employees who do not qualify for post-retirement health insurance benefits by meeting one of the eligibility criteria under Article 12 Section (E)(3) (d) (i)(ii)(iii) or (iv) shall not be eligible for City-paid post-retirement health insurance benefits under this Section Article 12 Section (E)(3). For example, employees who are terminated by the City, for cause (subject to the grievance and arbitration process outlined herein), shall not be eligible for City-paid, post-retirement health insurance benefits. Employees who retire before the age of 55 shall not be eligible for City-paid, post-retirement health insurance benefits (unless entitled under Article 12 Section (E)(3)(d)(i)(ii)(iii) or (iv).

4. For employees hired after January 1, 1991 and on or before December 31, 2011, the City shall contribute annually an amount matching any contribution made by the employee to his/her preferred 457 plan up to a maximum of $3,000 annually until the employee's retirement. (Employees are free to contribute additional amounts beyond the $3,000, without any city match.) If the employee seeks to receive coverage under the City's medical plan during retirement, the retired employee will have to pay 100% of all premium costs for himself/herself and his/her dependents. At and following retirement, the City shall have no obligation to make any contributions, match or subsidy towards the

cost of health care or health insurance premiums.

5. For employees hired after December 31, 2011, the City shall have no obligation to pay contributions, match or subsidy towards the cost of health care or health insurance premiums after retirement. If the employee seeks to receive coverage under the City Plan, the retired employee will have to pay 100% of all premium costs for himself and his dependents.

6. Any employee authorized to receive benefits during his employment as outlined above, such as participation in a PEHP or 457 Plan shall participate in a plan administered by a choice of vendors acceptable to the City and Union. In addition, any employee eligible for participation in a 457 plan shall be eligible to change the amount of his contribution into the plan (and, if applicable and up to the limit, the City's matching contribution), not more than four times per calendar year.

7. The parties recognize that retired employees are no longer members of the bargaining unit and, upon the effective date of the 2011-2013 Agreement, have no bargaining rights as to health insurance benefits under the City's Standard Health plan. The City agrees that retiree health insurance benefits shall not be diminished for employees included in Article and Section 12(E)(1), 12(E)(2) or 12(E)(3). While the plan description for the City Standard Health Plan under which benefits are afforded may change, the entitlement to City contributions towards or payment of health insurance premiums or other post-employment health benefits, if any, shall remain unchanged. (In other words, while the plan design, coverage, benefits, entitlements, programs, deductibles, co-payments and costs of the plan and benefits afforded thereunder may be altered, the employee's responsibility for payment and the City's responsibility for contributions and percentage premium subsidy shall remain consistent.)

8. For any retired Employee who is responsible for paying any self or spouse/dependent health or catastrophic insurance premium to the City for any period of time, such premium shall be paid from the retired Employee to the City at least fifteen (15) days **prior** to the date on which the premium is required to be paid *by the City*. Failure to timely make the advance payment of the premium to the City shall result in termination of coverage.

Section F.

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

Section G.

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

ARTICLE 13. LIFE INSURANCE.

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

ARTICLE 14. CLOTHING ALLOWANCE.

Uniformed civilian Employees of the Police Department, Public Works Department, Engineering Department, IT Department and Community Development Department covered by this Agreement, other than Office Personnel, shall receive a clothing allowance of $23.08 per paycheck. The type and kind of uniforms or clothing shall be determined by the Employer.

With the approval of the Employee's Department Head and the City Manager, an Employee who is not eligible for a clothing allowance may be reimbursed for the value of an article of clothing damaged while on duty, provided the damage to that article of clothing is not the result of the Employee's action or negligence, and the value of the article of clothing exceeds Thirty-Five Dollars ($35.00).

ARTICLE 15. MANAGEMENT'S RIGHTS.

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

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

ARTICLE 16. DUES CHECK OFF.

Upon receipt of voluntarily signed written authorization forms from Employees, or upon notice from AFSCME Council 31, this Employer will, each month, deduct from the Employee's pay the amount of the monthly Union membership dues. Any Employee desiring to revoke voluntary check off may do so only by contacting AFSCME directly and expressing their desire to do so. Employees may also request payroll deductions for the AFSCME P.E.O.P.L.E. fund.

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

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

Union Orientations

New Hires – The Union shall conduct union orientation for each new bargaining unit employee during the employee's first or second day of employment in the bargaining unit (unless the Union and employer mutually agree to another date and time). Alternatively, the Union may choose to conduct less frequent group orientations, including orientations conducted in conjunction with new employee orientations conducted by the Employer. The Union orientation period shall be one (1) hour and shall take place during employees' regular working hours with no loss of pay to the employees involved, including the Union representative.

Employee Information

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, the Employer shall notify both Council 31 and the Local Union via electronic mail of all new persons hired including part time and short-term employees, into bargaining unit positions on or before the new employee(s) date of employment.

ARTICLE 17. WORK RULES.

The Employer has the right to establish, modify, delete, issue, and enforce rules and safety regulations necessary for safe, orderly, and efficient operations. Except in cases of emergency, any changes in City-wide, divisional and/or departmental work rules will be posted on the appropriate Local #813 bulletin boards, and written Notice given to the Union President, five (5) working days prior to changes becoming effective.

The Employer further agrees to furnish each member of Local #813 with a copy of said rules or regulations prior to their effective date. New Employees shall receive a copy of all existing work rules.

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

ARTICLE 18. EVALUATION AND PERSONNEL FILES.

Section A.

All Employees will receive formal and written annual evaluations.

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

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

Section B.

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

Section C.

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

Section D.

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

Section E.

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

Section F.

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

ARTICLE 19. HEALTH AND SAFETY.

Section A. Compliance with Laws.

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

Section B. Unsafe Conditions.

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

Section C. Safety Grievances.

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

ARTICLE 20. EQUAL OPPORTUNITY.

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

ARTICLE 21. SENIORITY AND LAYOFF.

Section A. Seniority.

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

Section B. Layoff.

For the duration of this agreement there shall be no layoffs or reductions in hours of bargaining unit employees.

In the event the Employer should "layoff" Employees, part-time and short-term Employees within each job classification scheduled for a lay-off, shall be laid off first. Layoffs of regular full-time Employees shall be done by inverse seniority within each job classification scheduled for a lay-off. The Employer shall make all requested financial records available to the Union for inspection.

The Employer shall notify the Union forty-five (45) days prior to the intended effective date of the planned lay-off. The Employer and the Union will discuss alternatives to the lay-off if put forth by the Union. Any Employee to be laid off shall be notified fifteen (15) calendar days prior to the effective date of lay-off.

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

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

Section C.

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

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

a. if he/she resigns.

b. if he/she is fired.

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

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

ARTICLE 22. CAREER LADDER AND PROMOTIONS.

Section A. Career Ladder

Career ladders are as follows, with "job titles/classifications" levels included:

Finance Department

a. Account Technician III
aa. Account Technician II
aaa. Account Technician I

Engineering Department

d. Engineering Technician
dd. Engineering Aide

Public Works

b. Public Works Technician
bb. Working Supervisor
bbb. Skilled Maintenance
bbbb. Crew Leader/Technician
bbbbb. Public Works Maintenance/Water Service

Community Development Department

e. Building Supervisor
ee. Building Inspector II
eee. Building Inspector I

IT Department

c. IT Technician
cc. IT Aide

General Office

f. Office Associate III
ff. Office Associate II
fff. Office Associate I

Section B. Promotions.

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

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

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

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

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

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

6) In the event that an Employee is promoted to a position classification which is on a career ladder which includes the Employee's previous position classification, the Employee's new rate of pay shall be the first step in the wage schedule for the new position which exceeds the Employee's current rate of pay.

7) The employer reserves the right, after having followed the procedure herein, not to fill the vacancy by promotion and to proceed with the next steps in the recruitment process, which includes the testing and interviews of outside applicants. Interviews with outside applications will not occur unless and until the position is not filled internally. Any Employee is entitled to participate in this next phase in the selection process.

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

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

<u>Section C.</u> <u>Education Tuition Reimbursement.</u>

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

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

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

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

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

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

7) Reimbursement for tuition and required textbooks shall be according to the following schedule:

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

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

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

   d. 50% reimbursement for required textbooks.

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

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

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

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

ARTICLE 23. NEW JOB CLASSIFICATIONS/JOB DESCRIPTIONS.

The Employer shall promptly notify the Union of its decision to implement or change any new or existing job descriptions, job titles (provided the title remains within the same promotional/career ladder tract according to job duties and description as prescribed in Article 22), or classifications pertaining to work of a nature performed by Employees in the bargaining unit. If the new classification or job description is a successor title to a classification or job description covered by the Agreement and the job duties are not significantly altered or changed, the new classification or job description shall automatically become a part of the Agreement.

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

ARTICLE 24. LABOR/MANAGEMENT MEETINGS.

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

Labor Management meetings will occur on a quarterly basis, provided the requesting party provides agenda items to the other within seven (7) calendar days of the scheduled meeting.

ARTICLE 25. UNION ACTIVITIES.

Section A.

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

Section B.

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

Section C.

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

ARTICLE 26. NO STRIKE NO LOCKOUT.

Section A.

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

Section B.

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

Section C.

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

ARTICLE 27. ENTIRE AGREEMENT.

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

ARTICLE 28. SAVINGS CLAUSE.

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

ARTICLE 29. COMMERCIAL DRIVERS LICENSE.

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

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

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

ARTICLE 30. DRUG TESTING POLICY.

Section A. General Policy.

The use of illegal drugs and the abuse of legal drugs and alcohol by City employees presents unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectation of the public that the employees who serve and protect them will obey the law and be fit and free from the adverse effects of drugs and alcohol abuse.

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

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

Section B. Definitions.

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

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

MDA	**Codeine**	**Cocaine**	**PCP**
Heroin	**Merperdine**	**Amphetamines**	**LSD**
Hash	**Hash Oil**	**Marijuana**	**Steroids**
Mescaline	**Choral Hydrate**	**Barbiturates**	**Clutethimide**
Phenmetrazine	**Methylphenidate**	**Tranquilizers**	

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

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

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

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

Section C. Prohibitions.

Employees shall be prohibited from:

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

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

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

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

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

Section D. Administration of Tests.

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

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

Section E. When a Test May Be Compelled.

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

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

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

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

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

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

4) It is understood that drug and alcohol tests may be required under the following conditions:

   a. When an Employee has been arrested or indicted for conduct involving illegal drug related activity on duty;

   b. When an Employee is involved in an on-the-job injury causing reasonable suspicion of legal or illegal drug use or alcohol abuse;

   c. When an Employee is involved in an on-the-job accident where there is reasonable suspicion of illegal drug use or alcohol abuse; or

   d. Where an Employee has experienced excessive absenteeism or tardiness under circumstances giving rise to reasonable suspicion of off-duty drug or alcohol abuse.

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

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

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

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

1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or

2) Information provided by an identifiable third party which is independently corroborated by an investigation by the City Manager, a Department Head, a non-union supervisor, the Human Resources Director, the City Attorney, or the Assistant City Attorney to determine the reliability or validity of the allegation.

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

At the time an Employee is ordered to submit to testing authorized by the agreement, the

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

Section H. Conduct of Test.

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

Section I. Prohibited Levels.

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

Section J. Right to Consent.

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

Section K. Voluntary Requests for Assistance.

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

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

Section L. Disciplinary Action for Confirmed Positive Test Results

1) **First Positive** – The first confirmed positive test result may be cause for discharge.

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

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

Section M. Confidentiality of Test Results

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

ARTICLE 31. IMRF SERVICE RECOGNITION.

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

ARTICLE 32. HIPAA.

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

ARTICLE 33. RESIDENCY.

A. Emergency Employees Defined

For purposes of this Agreement, an "Emergency Employee" shall include any Employee other than Employees within the following positions:

Account Technician (I, II or III)
Planning Technician
Engineering Technician
Engineering Aide
IT Technician
IT Aide
Office Associate (I, II or III)
Custodian
Parking Patrol Officer (or II)

B. Non-Emergency Employees

All employees other than Emergency Employees shall be exempt from any residency requirement.

C. Emergency Employees

Emergency Employees within a period of fifteen (15) months from either their appointment to an Emergency Employee position or completion of their probationary period (if any), whichever occurs later, must reside within the residential boundaries described in Appendix "D". If any portion of the incorporated limits of a city, town or village touches the boundaries, all of the city, town or village shall be included within the area.

The area allowed for residency is that which falls within a circle with a thirty (30) mile radius, centered on the DeKalb Police Department. If any portion of the employee's property touches the boundary lines, the employee may live on either side of the boundary line. The boundaries are depicted in Appendix "D", attached hereto and made a part hereof.

ARTICLE 34. TERMINATION.

This Agreement shall be effective as of the 1st day of January 2022 and shall remain in full force and effect through the 31st day of December 2024. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. This Agreement may be reopened if agreed to in writing by both parties, and in such event, negotiations will begin immediately. In the event of modification of this Agreement as set forth above, negotiations shall begin no later than sixty (60) days prior to the anniversary date. If negotiations for a successor agreement have not been completed by the expiration date of this Agreement, this Agreement shall remain in force and be effective until the successor agreement is executed and ratified, unless either party gives the other party ten (10) days' notice in writing of its desire to terminate this Agreement.

Dated this 13th day of December 2021.

Bill Nicklas, City Manager City of DeKalb	Michael Taylor, President AFSCME Local #813
Ruth Scott, Executive Assistant City of DeKalb	Lori Laidlaw, Staff Representative AFSCME Council #31

APPENDIX “A-1”
WAGE SCHEDULE (HOURLY RATE) – 2.5% INCREASE
EFFECTIVE JANUARY 1, 2022 to DECEMBER 31, 2022

POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Cashier	16.846	18.296	19.750	20.227	20.710	21.865	22.936	24.056
Clerk-Typist	16.846	18.296	19.750	20.227	20.710	21.865	22.936	24.056
Account Technician I	19.852	21.599	23.345	23.922	24.501	25.692	26.908	28.267
Office Associate I	19.852	21.599	23.345	23.922	24.501	25.692	26.908	28.267
Account Technician II	20.844	22.678	24.513	25.119	25.726	26.978	28.256	29.681
Office Associate II	20.844	22.678	24.513	25.119	25.726	26.978	28.256	29.681
Account Technician III	-	-	27.857	28.520	29.185	30.597	32.219	33.808
Office Associate III	-	-	27.857	28.520	29.185	30.597	32.219	33.808
Public Works Maintenance	24.367	26.525	28.682	29.422	30.163	31.693	33.347	34.908
Water Service	24.367	26.525	28.682	29.422	30.163	31.693	33.347	34.908
Crew Leader Technician	26.355	28.685	31.015	31.769	32.524	34.202	35.938	37.662
Skilled Maintenance	28.339	30.843	33.347	34.124	34.899	36.720	38.529	40.422
Water Operator	28.339	30.843	33.347	34.124	34.899	36.720	38.529	40.422
Building Custodian	22.707	25.211	26.165	26.782	27.402	28.766	29.264	29.760
Engineering Aide	29.411	30.878	32.344	34.775	37.206	39.156	41.087	43.130
IT Aide	29.411	30.878	32.344	34.775	37.206	39.156	41.087	43.130
Engineering Technician	33.490	35.162	36.833	39.598	42.360	44.588	46.787	49.109
Planning Technician	33.490	35.162	36.833	39.598	42.360	44.588	46.787	49.109
Public Works Technician	33.490	35.162	36.833	39.598	42.360	44.588	46.787	49.109
IT Technician	33.490	35.162	36.833	39.598	42.360	44.588	46.787	49.109
Building Inspector I	24.665	26.558	28.453	29.140	29.825	31.318	32.880	34.532
Building Inspector II	31.636	34.426	37.217	38.219	39.218	41.117	43.118	45.314
Building Supervisor	35.429	38.555	41.685	42.805	43.926	46.050	48.292	50.752
Parking Patrol	18.310	19.129	19.945	20.540	21.137	22.416	23.755	25.198
Parking Patrol II	19.868	21.617	23.366	23.942	24.518	25.711	26.931	28.290
Telecommunicator	24.367	26.525	28.682	29.422	30.163	31.693	33.347	34.908
Working Supervisor	34.893	36.056	37.218	38.373	39.530	41.836	44.165	46.474

LENGTH OF SERVICE INCREASES

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

APPENIX "A-2"
WAGE SCHEDULE (HOURLY RATE) - 2.5% INCREASE
EFFECTIVE JANUARY 1, 2023 to DECEMBER 31, 2023

POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Cashier	17.267	18.754	20.243	20.733	21.228	22.412	23.510	24.657
Clerk-Typist	17.267	18.754	20.243	20.733	21.228	22.412	23.510	24.657
Account Technician I	20.349	22.139	23.929	24.521	25.113	26.334	27.581	28.974
Office Associate I	20.349	22.139	23.929	24.521	25.113	26.334	27.581	28.974
Account Technician II	21.366	23.245	25.126	25.747	26.370	27.652	28.963	30.423
Office Associate II	21.366	23.245	25.126	25.747	26.370	27.652	28.963	30.423
Account Technician III	-	-	28.554	29.233	29.914	31.362	33.024	34.653
Office Associate III	-	-	28.554	29.233	29.914	31.362	33.024	34.653
Public Works Maintenance	24.977	27.188	29.399	30.157	30.917	32.485	34.181	35.781
Water Service	24.977	27.188	29.399	30.157	30.917	32.485	34.181	35.781
Crew Leader Technician	27.014	29.402	31.791	32.563	33.337	35.057	36.836	38.603
Skilled Maintenance	29.048	31.614	34.181	34.977	35.772	37.638	39.492	41.432
Water Operator	29.048	31.614	34.181	34.977	35.772	37.638	39.492	41.432
Building Custodian	23.274	25.841	26.819	27.452	28.087	29.485	29.995	30.504
Engineering Aide	30.147	31.650	33.152	35.645	38.137	40.135	42.114	44.208
IT Aide	30.147	31.650	33.152	35.645	38.137	40.135	42.114	44.208
Engineering Technician	34.327	36.041	37.754	40.588	43.419	45.702	47.957	50.336
Planning Technician	34.327	36.041	37.754	40.588	43.419	45.702	47.957	50.336
Public Works Technician	34.327	36.041	37.754	40.588	43.419	45.702	47.957	50.336
IT Technician	34.327	36.041	37.754	40.588	43.419	45.702	47.957	50.336
Building Inspector I	25.281	27.222	29.164	29.868	30.571	32.101	33.702	35.396
Building Inspector II	32.426	35.286	38.147	39.175	40.198	42.145	44.196	46.447
Building Supervisor	36.315	39.519	42.727	43.875	45.025	47.201	49.499	52.021
Parking Patrol	18.767	19.607	20.444	21.053	21.665	22.976	24.349	25.828
Parking Patrol II	20.364	22.158	23.950	24.540	25.131	26.354	27.604	28.997
Telecommunicator	24.977	27.188	29.399	30.157	30.917	32.485	34.181	35.781
Working Supervisor	35.765	36.958	38.148	39.332	40.518	42.882	45.269	47.635

LENGTH OF SERVICE INCREASES

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

APPENIX "A-3"
WAGE SCHEDULE (HOURLY RATE) - 2.5% INCREASE
EFFECTIVE JANUARY 1, 2024 to DECEMBER 31, 2024

POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Cashier	17.699	19.222	20.750	21.251	21.759	22.972	24.098	25.274
Clerk-Typist	17.699	19.222	20.750	21.251	21.759	22.972	24.098	25.274
Account Technician I	20.857	22.692	24.527	25.134	25.741	26.992	28.271	29.698
Office Associate I	20.857	22.692	24.527	25.134	25.741	26.992	28.271	29.698
Account Technician II	21.900	23.826	25.754	26.390	27.029	28.344	29.687	31.184
Office Associate II	21.900	23.826	25.754	26.390	27.029	28.344	29.687	31.184
Account Technician III	-	-	29.268	29.963	30.662	32.146	33.850	35.519
Office Associate III	-	-	29.268	29.963	30.662	32.146	33.850	35.519
Public Works Maintenance	25.601	27.868	30.134	30.911	31.690	33.297	35.036	36.676
Water Service	25.601	27.868	30.134	30.911	31.690	33.297	35.036	36.676
Crew Leader Technician	27.689	30.137	32.586	33.377	34.171	35.934	37.757	39.568
Skilled Maintenance	29.774	32.405	35.036	35.852	36.666	38.579	40.479	42.468
Water Operator	29.774	32.405	35.036	35.852	36.666	38.579	40.479	42.468
Building Custodian	23.856	26.487	27.490	28.138	28.790	30.222	30.745	31.266
Engineering Aide	30.900	32.441	33.981	36.536	39.090	41.138	43.167	45.313
IT Aide	30.900	32.441	33.981	36.536	39.090	41.138	43.167	45.313
Engineering Technician	35.185	36.942	38.698	41.602	44.505	46.845	49.156	51.595
Planning Technician	35.185	36.942	38.698	41.602	44.505	46.845	49.156	51.595
Public Works Technician	35.185	36.942	38.698	41.602	44.505	46.845	49.156	51.595
IT Technician	35.185	36.942	38.698	41.602	44.505	46.845	49.156	51.595
Building Inspector I	25.913	27.902	29.893	30.615	31.335	32.903	34.544	36.280
Building Inspector II	33.237	36.168	39.101	40.154	41.203	43.198	45.300	47.608
Building Supervisor	37.223	40.507	43.795	44.972	46.150	48.381	50.737	53.321
Parking Patrol	19.236	20.097	20.955	21.580	22.207	23.551	24.958	26.473
Parking Patrol II	20.873	22.712	24.549	25.154	25.759	27.013	28.294	29.722
Telecommunicator	25.601	27.868	30.134	30.911	31.690	33.297	35.036	36.676
Working Supervisor	36.660	37.882	39.102	40.316	41.531	43.954	46.401	48.826

LENGTH OF SERVICE INCREASES

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

APPENDIX "B"
ACCUMULATED SICK LEAVE

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

Years of Service	Percent of Accumulated- Sick Leave
0 – 1	0%
1 – 2	5%
2 – 3	10%
3 – 4	15%
4 – 5	20%
5 – 6	25%
6 – 7	30%
7 – 8	35%
8 – 9	40%
9 – 10	45%
10 – 11	50%
11 – 12	55%
12 – 13	60%
13 – 14	65%
14 – 15	70%
15 – 16	75%
16 – 17	80%
17 – 18	85%
18 – 19	90%
19 – 20	95%
Over 20	100%

APPENDIX "C"
LONGEVITY SCHEDULE

Employees Hired Before January 1, 2011

For those hired before January 1, 2011, longevity pay is $10.00 per month, per year after five (5) years of continuous, creditable service as an Employee under the AFSCME agreement, with such payments commencing the first month of an Employee's sixth year, up to a maximum of $260.00 per month.

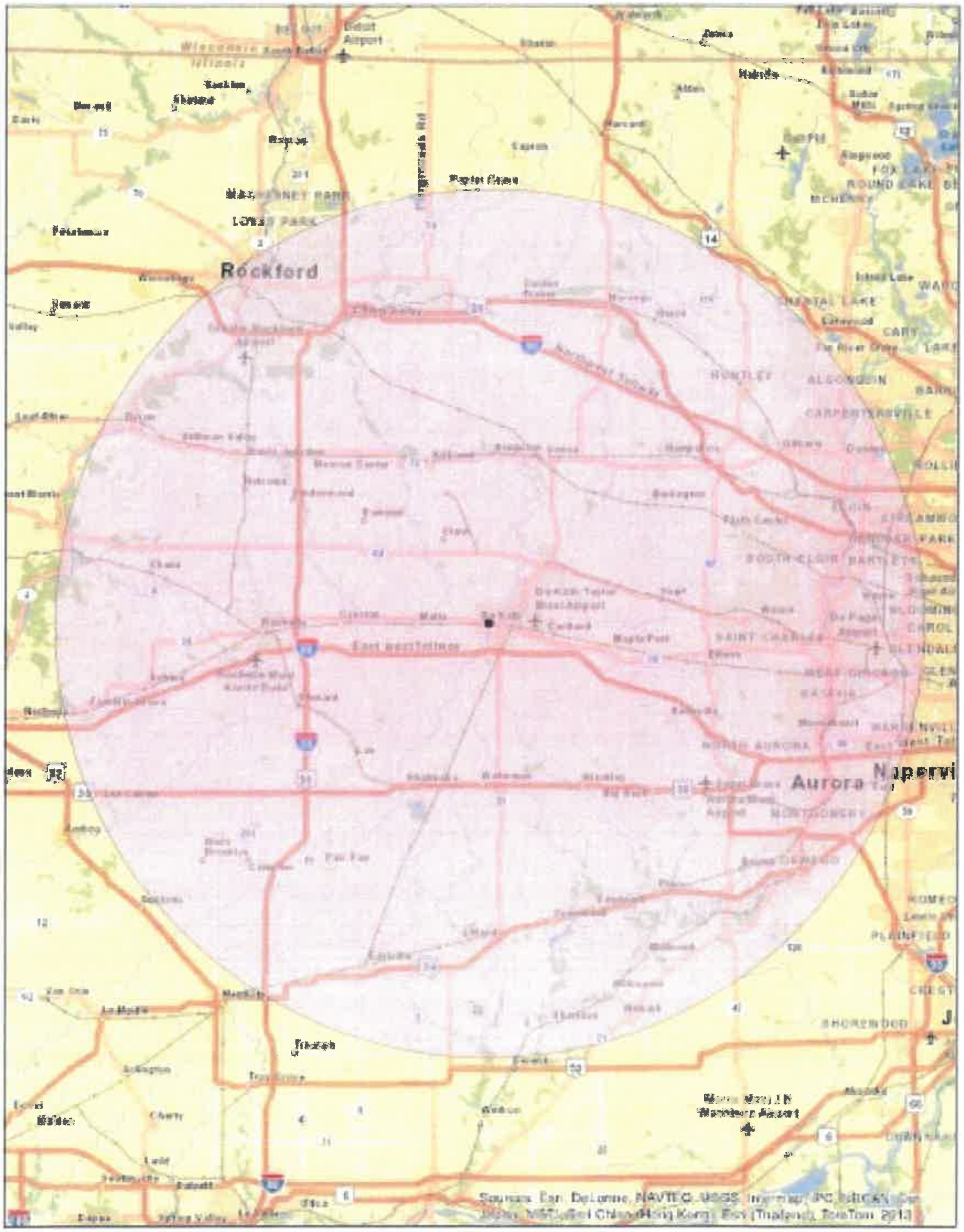
6 years	$ 20.00
7 years	$ 30.00
8 years	$ 40.00
9 years	$ 50.00
10 years	$ 60.00
11 years	$ 70.00
12 years	$ 80.00
13 years	$ 90.00
14 years	$100.00
15 years	$110.00
16 years	$120.00
17 years	$130.00
18 years	$140.00
19 years	$150.00
20 years	$160.00
21 years	$170.00
22 years	$180.00
23 years	$190.00
24 years	$200.00
25 years	$210.00
26 years	$220.00
27 years	$230.00
28 years	$240.00
29 years	$250.00
30 years	$260.00

Employees Hired on or After 1/1/2011.

For those hired on or after January 1, 2011, longevity pay is $10.00 per month, per year after eight (8) years of continuous, creditable service as an Employee under the AFSCME agreement, with such payments commencing the first month of an Employee's ninth year, up to a maximum of $260.00 per month.

9 years	$ 50.00
10 years	$ 60.00
11 years	$ 70.00
12 years	$ 80.00
13 years	$ 90.00
14 years	$100.00
15 years	$110.00
16 years	$120.00
17 years	$130.00
18 years	$140.00
19 years	$150.00
20 years	$160.00
21 years	$170.00
22 years	$180.00
23 years	$190.00
24 years	$200.00
25 years	$210.00
26 years	$220.00
27 years	$230.00
28 years	$240.00
29 years	$250.00
30 years	$260.00

APPENDIX "D"
Residency Map for Emergency Employees



APPENDIX "E-1"

PPO Plan Description

IN-NETWORK (90%)/ OUT-OF-NETWORK (70%)

Deductible:

Single	$500
Single +1	$1,000 ($500 per individual/$1,000 max family)
Family	$1,500 ($500 per individual/$1,500 max family)

Out-of-Pocket:

Single	$1,500 (Includes deductible)
Single +1	$3,000 (Includes deductible) ($1,500per individual/$3,000 max family)
Family	$4,500 (Includes deductible) ($1,500per individual/$4,500 max family)

Emergency Room copay - $150 copay

Chiropractic Services unlimited

Pharmacy

30 or 90 day supply – local or mail order

Generic	$5
Formulary	$35
Non-formulary brand	$50

APPENDIX "E-2"

HDHP Plan Description

IN-NETWORK (100%)/ OUT-OF-NETWORK (80%)

Deductible:	
Single	\$2,500)
Family	\$5,000

Out-of-Pocket:	
Single	\$2,500 in network/\$2,750 outside network (includes deductible)
Family	\$5,000 in network/\$6850 outside network (includes deductible)

Emergency Room copay – Deductible applies, then 100%

Pharmacy
Deductible applies, then 100%

HSA Contributions

- The City shall make the following HSA contributions on behalf of active employees who enroll in the 1-1DHP plan
  \$1,250 for employees with single coverage

\$2,500 for employees with family coverage

SIDE LETTER
REVIEW OF TELECOMMUNICATORS CLASSIFACTION / WAGES

The City of DeKalb and AFSCME Local #813 agree to review the current Telecommunicator's classification / wages covered by this Agreement, including positions assigned duties and responsibilities. Each party to this side letter shall agree to meet starting January 1, 2022, on a continuing and mutually agreeable basis to complete this review by July 1, 2022, for enactment of changes, if any, effective January 1, 2023.

Each side shall be comprised of not more than (2) permanent representatives. Each side shall be permitted to propose changes to existing positions and duties, and/or to propose new positions and/or wage schedule. At the conclusion of its work the Committee shall forward all its mutually agreed to findings and recommendations to the DeKalb City Manager and the Union for final approval. The City Manager will review the findings with the City Council in closed session.

APPENDIX F

MEMORANDUM OF UNDERSTANDING BETWEEN

AFSCME LOCAL 813 AND

THE CITY OF DEKALB

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between AFSCME Local 813 (hereinafter the "Union") and the City of DeKalb (hereinafter the "Employer").

The purpose of this MOU is to provide a path for the mutual consideration of health care savings that may be achieved by the collaboration of the Union, the City, and other City work groups in researching the best and most competitive benefits that are affordable to City employees. This investigation will include any fully insured products that the collaborative wishes to investigate, at the City's sole expense. In this preliminary review, the City—with the mutual support of the collaborative—may engage account professionals and brokers to evaluate the market.

The Union and the City agree that the City working group will be constituted in January 2022 and report its findings no later than June 1, 2022. If, as a result of this collaboration, a cost savings is available to the City employees, any related Plan adjustments shall be implemented only with the mutual consent of all City work groups and the City.

This MOU will take effect upon the ratification and approval of this collective bargaining agreement by the Union and the City.

Mike Taylor 12-16-21

Mike Taylor, President, Local 813

Date: ____________

Bill Nicklas

Bill Nicklas, City Manager

Date: 12-14-2021

Lori Laidlaw

Lori Laidlaw, Staff Rep., AFSCME Council 31

Date: 12-15-21