

AN AGREEMENT BETWEEN
THE CITY OF ROCK ISLAND AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 31, AFL-CIO, LOCAL #988, CHAPTER A

~~March 30, 2015 – December 31, 2019~~

January 1, 2020 – December 31, 2024

1.000 - PURPOSE

The purpose of this Agreement is to provide harmonious and cooperative relations between the City of Rock Island (hereinafter referred to as the City) and employees represented by the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local #988 Chapter A (hereinafter referred to as Local #988) and to ensure the continued provision of efficient, uninterrupted services to the citizens of the City of Rock Island.

2.000 - NON-DISCRIMINATION

~~This agreement shall be administered fairly and equally without regard to an employee's race, religion, sex, handicap or political affiliation.~~

The agreement shall be administered fairly and equally without regard to an employee's race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy or unfavorable discharge from military service, and in accordance with applicable state and federal laws and regulations.

3.000 - RECOGNITION

The City formally recognizes American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local #988 as the sole and exclusive bargaining agent for non-supervisory and non-confidential full-time employees on permanent status in the following class specifications and other class specifications that may be added in accordance with Public Act 83-1012:

CLASS CODE	CLASS SPECIFICATION
205	Automotive Mechanic I
207	Refuse Laborer
209	Automotive Parts Clerk
211	Water Meter Reader
215	Wastewater Treatment Plant Operator I
217	Water Meter Repairer
219	Water Service Representative
223	Maintenance Worker I
225	Wastewater Treatment Plant Operator II
227	Water Treatment Plant Operator
228	Sludge Treatment Plant Operator
229	Automotive Mechanic
230	Automotive Body Mechanic
231	Building Maintenance Engineer
233	Equipment Operator
235	Maintenance Electrician
238	Marina Yard Worker

237	Maintenance Mechanic
236	Refuse Collector
239	Maintenance Worker II
240	Utilities Maintenance Specialist
241	Lead Automotive Mechanic
242	Lead Electrician
243	Maintenance Crew Leader
244	Water Treatment Plant Operator II
245	Lead Water Treatment Operator

3.100 - Job Classifications

Employees represented by Local #988 shall be furnished with an updated copy of their job classification.

3.200 - Other Duties Assigned

The phrase "other duties or responsibilities" shall be construed to mean duties or responsibilities which are reasonable within the scope of the duties and responsibilities related to the job.

3.300-Temporary Appointments

The employer may select a temporary appointment, to replace a full-time employee for a period up to five months in duration. The employer shall furnish the union an estimated period of time the individual shall fill said position with a maximum of five months. Thereafter the job will be posted, or remain vacant. The maximum period may be extended with mutual agreement between the parties.

In the event a temporary appointment becomes permanent, the employee shall receive seniority rights to the date of their temporary appointment. The employee shall be required to serve a six-month probationary period before becoming a permanent employee.

The City shall furnish the Union a list of all temporary maintenance and craft employees working in the Public Works Department, their wage, their job assignment and their start date. The list provided by the City will be updated whenever there is a change of status of the temporary employee.

It is not the intent of the City to make temporary appointments to replace full-time employees.

4.000 - SCOPE OF BARGAINING

The City and Local #988 shall negotiate in good faith with respect to wages, hours and working conditions as contained in Public Act 83-102.

5.000 - TERM OF AGREEMENT/APPLICABILITY OF AGREEMENT AND PERSONNEL RULES

This Agreement shall be in full force and effect from and after December 31, 2019. 2024. The Personnel Rules of the City of Rock Island shall also apply to all employees represented by Local #988. In cases where the provisions of this Agreement (within the scope of bargaining) differ from the provisions of the Personnel Rules, the Agreement shall apply.

The provisions of this Agreement and the Personnel Rules shall remain in full force and effect until December 31, 2019. 2024. These provisions shall be automatically renewed effective January 1, 2020 2025 unless the City or Local #988 notifies the other in writing that it desires to modify or negotiate changes in the Agreement or the Personnel Rules no earlier than July 1, 2019 2024 and no later than January 7, 2020. 2025. If such notice is given, negotiations shall commence by February 7, 2020. 2025.

If negotiations are not concluded as of December 31, 2019, 2024, the provisions of this Agreement and the provisions of the Personnel Rules shall be extended until negotiations are completed. In the event the City or Local #988 desires to terminate this agreement after January 1, 2020, 2025, written notice must be given to the other party not less than 14 calendar days prior to the desired termination date. This Agreement may not be terminated by either party prior to December 31, 2019. 2024.

If negotiations extend beyond December 31, 2019, 2024, no newly negotiated or amended provisions shall be made retroactive January 1, 2020 2025 without the consent of the City.

6.000 - DUES CHECKOFF, AFSCME COUNCIL 31 DENTAL TRUST FUND CHECKOFF, AND PEOPLES CHECKOFF

Upon receipt of a properly signed and completed authorization form for dues checkoff, for the AFSCME Dental Trust Fund checkoff, or the PEOPLES payroll deduction, the City shall deduct the regular monthly dues for each from such employee's pay according to the provisions of this section.

6.100 - Dues Checkoff Forms

~~Authorization forms for dues checkoff shall be provided by the City and must be properly completed and signed and received by the Finance Director on or before the end of the pay period immediately preceding the pay period in which the payroll deduction is desired.~~

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees, and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions (and the laws of the State of Illinois – or – and applicable laws).

- a) The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees, and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary said deductions from a member of the bargaining unit unless directed to do so by the Union.
- b) If any bargaining unit member requests a change in membership/dues status, the bargaining unit member will be directed to the Union.

6.200 - Amount of Dues Checkoff

The Finance Officer of Local #988 shall inform the Finance Director in writing of the amount of the monthly dues (uniform in dollar amount) to be deducted on or before the end of the pay period immediately preceding the pay period in which the payroll deduction is desired. Deductions for union dues shall be made on the first payday of each month and shall be promptly remitted to the Financial Officer of Local #988 or his/her designee.

6.300 - Authorization of Dues Checkoffs

The City will deduct union dues only for those employees who have properly signed an authorization for dues checkoff form and who are employed in a classification which Local #988 is authorized to represent.

6.350 - PEOPLES Checkoff

~~The City~~ Local #988 will provide authorization forms for the voluntary PEOPLES deduction. Authorization forms must be properly completed and signed and received by the Finance Director on or before the end of the pay period immediately preceding the pay period in which the payroll deduction is desired. Deductions for the PEOPLES program shall be promptly remitted to the Finance Officer of Local #988 or his/her designee. AFSCME Local #988 shall provide the City with an annual notice regarding the PEOPLES program and the amount to be deducted.

6.400 - City Held Harmless

Local #988 shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this section. Local #988 further agrees to pay the City's reasonable attorney fees in defending or responding to any claim, demand, or suit arising out of, or by reason of, any action taken by the City for the purposes of complying with the provisions of this section. Local #988 agrees to make all reasonable efforts to quickly and amicably resolve any such claims or demands by its members or former members against the City arising out of, or by reason of, any action taken by the City for the purpose of complying with the provisions in this section.

6.500 - Due Dates for Checkoffs

Authorizations for dues checkoffs for the PEOPLES program which are not received on or before the specified deadlines shall not be honored. Changes in the monthly amounts for each deduction which are not received on or before the specified deadlines shall not be honored.

The City of Rock Island reserves the right to immediately and summarily discontinue all checkoffs for all members of Local #988 in the event of any work slowdown, stoppage or interruption by any members of Local #988.

~~7.000 - FAIR SHARE~~

~~Any employee hired after May 1, 1988 who is not a member of Local #988 shall, as a condition of employment, to be required to pay a fair share payment of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members for the term of this Agreement.~~

~~The City shall, with respect to any employee in whose behalf the City has not received a written authorization, deduct from the wages of any employee covered by this section, the fair share financial obligation, and shall forward said amount to the Financial Officer of Local #988 after the first payday of each month, subject only to the following:~~

- ~~a) The City shall notify the Union of the name and address of any employee hired after May 1, 1988 who is represented by the bargaining unit.~~
- ~~b) The Union has certified to the City that the affected employee has been notified in writing of the obligation and the requirements of each provision of this Section and of the manner in which the Union has calculated the fair share fee;~~
- ~~c) The Union has certified to the City that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee;~~
- ~~e) Should any employee be unable to pay their fair share to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to the fair share, shall be paid to a non-religious charitable organization mutually agreed upon the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.~~

~~With regard to the opportunity to have objectives adjudicated, the Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.~~

~~The Union shall indemnify, defend and hold the City harmless against any claim, demand, suit or liability arising from any action taken by the City in complying with this Section.~~

7.000 - MANAGEMENT RIGHTS

The City shall maintain all rights reserved to it pursuant to state law. The employer retains the exclusive right to manage operations, determine policies, budget and operations, the manner of exercise of statutory functions and the direction of working forces including, but not limited to the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend the discharge for just cause; (probationary employees without cause); to relieve employees from duty because of legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and reasonable regulations; to determine the departments, divisions and section and work to be performed therein; to determine the number of shifts per work week; to establish work schedules and assignments; to introduce new methods of operation; to eliminate, contract out, relocate or transfer work and maintain efficiency; provided, however, the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

7.100 – Productivity Goals

The parties understand and agree that the City has the right to establish reasonable minimum productivity goals for its employees and operations.

8.000 - HOURS OF WORK

Employees represented by Local #988 shall work an average 40 hours per week as specified by their appropriate division head.

Each division head shall post all shift and work schedules for all employees in a conspicuous location. Shift and work schedules posted by each division head shall specify the starting and ending times for each shift, the break and lunch periods allowed, the days and shifts for each employee is assigned to work as well as the approved days off for each employee. Shift and work schedules shall be posted each pay period at least one full pay period in advance of the first day of the pay period.

Changes in a posted work schedule may be made by a division head at any time. All changes must be posted in writing and shall specify the change made. All employees involved in the change in the work schedule shall be given a copy of the change at the time it is posted. The twenty-four hour notice for work schedule changes as described in section 11.600 shall also apply.

In the event that the City intends to change the scheduled days off for an employee or employees, the City will attempt to provide the union with at least fourteen (14) calendar days written notice in advance of the implementation date.

If requested by the union, the intended change will be discussed in a labor/management meeting. The implementation date of the change will not be delayed in order to conduct a labor/management meeting.

In the absence of a fourteen (14) calendar day notice, the employee shall be paid at a time and one-half rate for all hours worked outside the employee's regular work schedule during the fourteen (14) calendar day notice period.

8.100 – Refuse Incentive

Refuse Collectors or other employees assigned to automated or manual refuse collection are eligible for refuse incentive. Refuse Collectors or other employees assigned to Yardwaste Collection (when there is less than 200 stops on a day route), Special Pickup, Roll-off Truck, or other refuse duties are not eligible for refuse incentive.

The employees working either automated or manual refuse collection or yardwaste while on refuse incentive will be paid as if they worked their entire scheduled shift.

a) Automated refuse incentive allows an employee to leave work up to 2 hours before the end of their scheduled shift after all of their refuse incentive work has been completed.

b) Manual refuse incentive allows an employee to leave work after all of their work has been completed.

c) The Yardwaste collection incentive will be in effect if the route has more than 200 stops. The incentive cannot be more than 2 hours per day.

Refuse Incentive Work will include the following: collect all garbage stops on route, pick up any garbage (no more than 5) misses given to the Driver, take truck to landfill when needed, and complete refuse daily operational checklist (See Appendix – Refuse Daily Operational Checklist). If not emptied at the landfill, empty the truck at the end of the workday at the transfer station.

8.200 – Extreme Weather

When the National Weather Service issues a "Heat Advisory" or "Excessive Heat Warning" assistance will be provided for the refuse collection crews for the duration of the "Advisory or "Warning". The assistance provided will be in the form of additional equipment and/or labor at the discretion of the department management.

The department management will continue to address other periods of extreme heat or cold on a case-by-case basis.

8.300 – Sick Leave Call-In

Employees shall give at least fifteen (15) minutes of notice prior to their starting time.

Employees are requested to call between thirty (30) minutes and fifteen (15) minutes prior to their starting time and talk to a supervisor or crew leader. Each division will provide at least one phone number for employees to report absences during this period.

Each division will also provide at least one phone number for employees to report absences if they cannot call within the requested fifteen (15) minute window due to emergencies, illness, or they are working a shift that makes calling the regular phone number unfeasible.

9.000 - PAID LEAVE

Employees represented by Local #988 shall be provided paid leave benefits according to the provisions of this section.

9.100 - Holidays

Official City holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Effective January 1, 2021, the official City holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, ~~Veteran's Day~~, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. Any veteran requesting Veterans Day off during the vacation sign-up period will be granted the day off work using paid leave time and is not subject to any department minimum staffing requirements.

9.110 - If a holiday falls on a Saturday, the holiday shall be celebrated on the previous Friday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday.

9.120 - In the event a holiday falls on a Saturday or Sunday and the appropriate Friday and Monday for celebrating it is also a holiday, the City Manager may either designate both Friday and Monday as the City holidays, or he may designate one of the holidays as a floating holiday. A floating holiday would allow appropriate employees time off at a later date for holiday time not actually taken.

9.130 - For hours actually worked by an employee on a holiday, the employee will receive the employee's regular rate of pay plus the employer will provide its choice of either pay or holiday compensatory time off at the rate of 1-1/2 times such holiday hours worked. If a holiday falls on the employee's day off the employee will receive straight time pay for the hours the employee is

normally scheduled per day.

9.140 - A holiday that occurs during an employee's approved vacation period shall be recorded as holiday time used and shall not be charged against an employee's vacation leave.

9.200 - Vacation

Employees represented by Local #988 shall be eligible to accumulate paid vacation leave. All vacation leave must be approved in advance by the employee's appropriate supervisor. Employees may select vacation periods according to their seniority as described in Section 12.800 of this Agreement.

9.210 - The rates of accumulation of vacation leave benefits shall be as follows:

0 thru 6 years service = 3.1 hours per pay period
7 thru 15 years service = 4.6 hours per pay period
16 plus years' service = 6.2 hours per pay period

9.220 - Employees shall earn the appropriate hours of vacation leave provided they receive pay for at least 40 hours in a pay period.

9.230 - No employee shall be allowed to use paid vacation leave in any pay period which is in excess of the total vacation leave accrued as of the beginning of the pay period in which leave is to be taken.

9.240 - Holidays which occur during an employee's vacation shall be recorded as holiday time used and shall not be charged against an employee's vacation leave.

9.250 - No employee shall accumulate vacation leave in excess of one and one-half times their annual rate of accrual as of the end of the pay period which is paid on the last payday in December of each ~~fiscal~~ **calendar** year.

9.260 - Upon separation from employment with the City of Rock Island, employees shall be paid for whatever vacation leave he/she may have accumulated which is unused.

9.300 - Personal Leave

Employees represented by Local #988 shall be allowed 32 hours of personal leave each fiscal year. Personal leave may be taken at any time for any reason provided the employee obtains the advance approval to use such leave from their appropriate supervisor or division head.

Personal leave is not accumulated from one ~~fiscal~~ **calendar** year to the next ~~fiscal~~ **calendar** year. Employees who have not used their personal leave on or before the end of the pay

period which is paid on the last payday in December of each fiscal **calendar** year shall forfeit the unused personal leave.

10.310 - Upon separation from employment with the City employees shall be paid for whatever personal leave he/she may have accumulated which is unused.

9.400 - Sick Leave

Employees represented by Local #988 shall be allowed to accumulate sick leave at the rate of 3.7 hours per pay period provided they receive pay for at least 40 hours in a pay period. Sick leave may be accrued without limit and no employee shall be allowed to use sick leave in excess of their accrual as of the beginning of the pay period in which it is to be used.

Sick leave benefits are provided for the specific purpose of maintaining an employee's regular earnings when he/she is incapacitated and unable to work due to illness, when the employee must attend to a member of his/her household who is ill or incapacitated, or family illness leave to care for an employee's child or parent living outside his household as described under the City of Rock Island's policy pertaining to the Family Medical Leave Act.

Employees referred to the Employee Assistance Program shall be allowed to use sick leave benefits for treatment prescribed by the E.A.P. referral agency and as approved and documented by the E.A.P. Coordinator.

Division heads may require adequate proof of illness or of the need to attend to a member of the employee's immediate household before allowing sick leave benefits to be used.

~~9.410 - Employees hired on or after May 1, 1988 shall not be eligible for payment of any unused sick leave upon the employee's separation from employment with the City of Rock Island.~~

9.420 - Payment for unused accumulated sick leave benefits upon termination shall not be allowed.

a. Employees who are fired or dismissed for just cause shall not be eligible for any payments for unused accumulated sick leave and are not eligible for pension service credit.

b. Employees who do not provide a written fourteen (14) day calendar notice of resignation shall forfeit 80 hours of the final amount of sick leave eligible for payment and pension service credit.

~~10.440 - Employees shall be paid for 50% of unused accumulated sick leave up to a maximum of 50% of their unused accumulated sick leave as of March 31, 1978. These hours are payable at the employee's hourly rate of pay as of March 31, 1978.~~

~~10.450 - Employees who resign in good standing at the minimum retirement age with~~

~~_____ at least the minimum years of service to qualify for a pension or employees
_____ who resign in good standing with at least 20 years of continuous service
_____ (excluding any periods of temporary employment or periods of absences in
_____ excess of 30 consecutive calendar days) shall be eligible for payments of
_____ unused accumulated sick leave in excess of their hours accumulated as of
_____ March 31, 1978 as follows:~~

~~a) Eligible employees as described above shall be paid for 50% of their
unused accumulated sick leave which is in excess of their balance as of
March 31, 1978.~~

~~b) The employee's average hourly salary as of March 31 of each year
following March 31, 1978 shall be the rate of pay at which sick leave
hours described in (a) above shall be paid.~~

9.440 - Eligible employees hired prior to May 1, 1988, who resign in good standing with at least 20 years of continuous service (excluding any periods of temporary employment or periods of absences in excess of 30 consecutive calendar days) shall be paid 50% of their unused accumulated sick leave at their average hourly rate and 50% towards pension service credit.

9.450 - Eligible employees hired after May 1, 1988, who resign in good standing with at least 20 years of continuous service (excluding any periods of temporary employment or periods of absences in excess of 30 consecutive calendar days) shall receive pension service credit equal to up to 100% (subject to a maximum of 1,920 hours) of their unused, accumulated sick leave balance at the time of resignation. The modified Article 9.450 shall become effective on 01/01/2021 and shall not apply retroactively to any former employee.

9.500 - Bereavement Leave

All probationary and permanent employees shall be allowed up to 24 hours of paid leave for a death in the employee's immediate family. For bereavement leave purposes, immediate family shall be defined as the employee's or his/her spouse's mother, father, brother, sister, son, daughter, husband or wife, grandparents, or any other relative who lives in the same household as the employee.

9.600 - Job Related Disability Leave

Employees who are unable to work due to a disability resulting from an on-the-job injury shall be compensated for lost wages at a rate of two-thirds (2/3) their hourly rate of pay in effect at the time of the injury. Such payments for lost wages are further subject to the requirements specified in section 9.610, 9.620 9.630 and 9.640.

9.610 - Hours of work lost on the day of the injury shall be paid as if the employee actually worked such hours.

9.620 - In order to receive paid injury leave as specified in section 10.600 the

employee must provide a physician's medical report certifying that he/she is unable to work due to an on-the-job injury. Leave taken without providing a physician's report certifying the employee's inability to work shall be considered unexcused.

9.630 - The City of Rock Island shall retain the right to have the City Physician examine any employee who alleges an on-the-job injury. Such examination shall be made for the purpose of determining the cause and extent of the employee's disability and the degree to which the employee can or cannot perform his/her duties.

9.640- The accrual of sick and vacation leave will temporarily cease after an injured employee has been collecting total temporary disability (TTD) pay for one continuous year. Accrual will begin again when the employee returns to full-duty or light duty.

An employee suffering from an on-the-job injury and incapable of working a full duty or light duty assignment will be permitted to sell back vacation leave in exchange for cash based on the following conditions:

a) The employee will be permitted to sell back vacation leave in excess of one and one-half times the employee's annual accrual rate as of the end of the pay period on the last payday in ~~March of the fiscal year~~ **December**;

b) Upon request, an employee will be allowed to sell back excess vacation leave during the end of the pay period on the last payday in ~~March of the fiscal year~~ **December**; and

Employees who have not sold back their excess vacation leave on or before the end of the last payday in ~~March~~ **December** of the fiscal- ~~calendar~~ year shall forfeit the unused vacation time.

9.650- All employees, except public safety employees of the City, are covered by the State of Illinois Workers' Compensation Statutes. The program provides for the payment of medical bills, physical and vocational rehabilitation, and financial compensation while the worker is unable to work.

LIGHT DUTY

If an employee is injured on-the-job and the City's treating doctor determines if the employee is unable to perform his usual duties, the Personnel Human Resources Department attempts to locate a "light duty" assignment within the limitations recommended by the doctor. Assuming the employee can work the light duty assignment, he will earn his regular wages and continue to receive benefits. This includes healthcare benefits

and employee will pay ~~thirty (30)~~ twenty-three (23) percent of the bi-weekly premiums.

LOST HOURS CASE

In cases where the injured employee is unable to work a light duty assignment, the injury is considered to be a lost hour's case and recorded on the employee's time sheet as worker's compensation. No reduction is made in any vacation, sick, or personal leave time bank.

On the date of the injury, the City treats the time off as if the employee worked his entire shift. This implies if an employee is injured three hours into his shift then he will receive full, eight (8) hours of pay without any leave deduction. The City directly pays the next, three days of missed work which are commonly call the "waiting period". The rate of pay is 66.7% of the injured employee's salary.

If the duration of the time from work exceeds the waiting period, the employee receives wages commonly referred to as "total temporary disability" (TTD) and the injured employee will receive payment through the City's third-party administrator. TTD is issued on a weekly basis and is made directly to the employee. In cases where the City is unable to make a payroll deduction for the healthcare premium, the City will continue to pay ~~seventy (70)~~ seventy-seven (77) percent of the bi-weekly premium and the employee is directly billed by the ~~Personnel~~ Human Resources Department for his ~~thirty (30)~~ twenty-three (23) percent of the bi-weekly premium.

9.700 - Military Leave

Employees who are members of regular reserve units of the Armed Forces or the National Guard shall be paid the difference between their regular salary and the salary they earn while on active duty, provided their active duty salary is less than their regular City salary. This benefit shall be allowed up to a maximum of 14 calendar days per year.

9.800 - Special Leave

Special leave may be allowed with pay for employees to attend training sessions, professional conferences, and other types of meetings, and educational seminars which are beneficial to the employee in the performance of his/her duties. Special leave requires the approval of the department head and the City Manager.

9.900 - Medical Leave

Permanent employees who have a temporary disability which prevents them from working and who have exhausted all sick leave benefits shall be allowed unpaid medical leave for a period not to exceed 6 months provided all of the following conditions are met:

- a) the temporary disability is verified by the City Physician;
- b) the disability is temporary in nature;
- c) the City Physician certifies that the employee has a reasonable chance to fully recover from the disability and return to work within 6 months;
- d) the employee files a request for the unpaid medical leave within 7 calendar days after the exhaustion of his/her sick leave benefits.

Unpaid medical leave beyond 6 months may be granted for an additional 6 months provided all of the above listed conditions are met and such an extension is approved by the employee's department head, the Human Resources Director and the City Manager.

9.910 - Leave of Absence

Leaves of absence without pay may be granted for periods of up to one year in length subject to the approval of the department head, Human Resources Director and the City Manager. Leaves of absence may be granted for various reasons which serve the mutual benefit of the employee and the City of Rock Island.

9.1000 – Family Medical Leave Act (FMLA)

All employees are covered by the Family Medical Leave Act (FMLA). This Act entitles an employee up to twelve (12) work weeks, of unpaid leave within a twelve-month period. When an employee returns within the 12 weeks, he will be restored to the position left or an equivalent position with equivalent pay, benefits, and other terms and conditions of the City. If the employee fails to return to work within the designation of FMLA leave, he may lose the right to being restored to the position.

To be eligible for FMLA, the employee must be employed for twelve months. The twelve months not be consecutive and employment during any part of a week may count as one week of employment. Secondly, the employee must have worked a minimum of 1,250 hours during the most recent twelve-month period.

FMLA can be taken for the following reasons: birth leave and care of a newborn child, placement of a child for adoption or foster child who is under 18 years of age, family illness, leave to care for an employee's child, spouse, or a parent who has a serious health condition, and personal illness leave to tend to an employees' own personal health problems.

For any employee taking FMLA leave, the use of sick leave is governed by the main contract or personnel rules. In the AFSCME A contract, the language reads: sick leave benefits are for the specific purpose of maintaining an employee's regular earnings when he/she is incapacitated and unable to work due to illness, or when an employee must attend to a member of his/her household who is ill or incapacitated.

AFSCME A employees will be allowed to use paid sick leave to care for a parent living outside the employee's household who is ill or incapacitated once all other paid leave (vacation, personal and compensatory) is exhausted.

FMLA was developed for unpaid leave, however, the employee may choose the use of paid leave if desired. If the FMLA request is made for paid leave such as personal, sick or vacation, the employee must have adequate leave time to cover the period requested. Otherwise, the time off will be unpaid.

9.1100 – Proof of Illness

The following paragraph is included in some proof of illness notifications and is the subject of grievances filed by David Leatherman on April 3, 2000 and John Freeman on April 11, 2000.

The City reserves the right to investigate proof of illness in any way including an examination of medical records of you or the pertinent member of your household. If you refuse to execute a release of the required medical records, each day or portion of a workday lost due to the alleged illness will be considered as an unexcused absence.

Based upon discussion between the City bargaining team and the AFSCME A bargaining team during the bargaining session on January 12, 2001.

- The disputed paragraph is hereby withdrawn from all existing proof of illness notifications;
- The disputed paragraph will not be used in the future; and
- AFSCME A will withdraw its requests for arbitration on both grievances.

All parties understand that if an employee does not provide adequate proof of illness when it is requested by the City, the lost time will be considered as an unexcused absence. Any disagreement about the City interpretation of the term "adequate" can be resolved on a case-by-case basis through the grievance procedures in the labor agreement.

10.000 - OVERTIME

Overtime shall be defined as hours worked in excess of 40 in a normal work week (including approved paid leave) or hours worked outside an employee's scheduled work hours. Employees who are on vacation, bereavement leave, job-related disability leave, military leave, medical leave, suspension with or without pay, or leave of absence will not be eligible for overtime assignments.

Effective January 1, 2022, in order to be ineligible for overtime assignments, employees must take a minimum of 3 hours vacation leave. All vacation requests must be canceled 24 hours in advance or the employee must utilize vacation leave.

10.100 - Rate of Overtime Pay

Overtime shall be paid at a rate of time and one-half the employee's hourly rate of pay in effect at the time the overtime is worked, or, if the employee has more than forty (40) hours of accrued compensatory time, the employer may elect to provide compensatory time off in lieu of overtime payments as specified in section 10.500. ~~If the employee has forty (40) hours of accrued compensatory time or less, he may determine whether the overtime compensation will be overtime payments or compensatory time as specified in Section 11.500. No employee may accrue compensatory time in excess of forty (40) hours without the approval of his supervisor.~~ No pyramiding of overtime shall be allowed.

If an overtime assignment is canceled less than twelve (12) hours prior to the scheduled start time employees scheduled for the overtime assignment shall receive pay equal to one (1) hour of pay at the employee's hourly rate.

10.200 - Standby Pay

Standby pay shall be provided to eligible employees who are required to maintain continual lines of communication with their department during normal off duty hours and who are required to respond immediately to emergency situations upon call.

10.210 - Standby pay shall be equal to one (1) hour of pay at the employee's hourly rate of pay.

10.220 - Only one standby payment shall be paid per employee per eight (8) hour period.

10.230 - Only employees who are placed on formal standby assignment and who are not actually called to work shall be eligible for standby payments.

10.240 - Regular, re-occurring standby assignments shall be rotated among eligible employees according to staffing requirements established by the department head.

In determining each employee's eligibility for standby assignments, the department head shall consider each employee's skills, abilities, qualifications, job classification as well as their ability to respond to emergency call within reasonable time limits.

10.241 - When the need arises to schedule for the rotation of regular reoccurring standby assignments, the City shall offer, on a voluntary basis, the assignment to any/all qualified employees who wish to fill the vacancy in the schedule.

a) volunteers shall be accepted in November for the period beginning April January 1 and ending December 31 each year;

b) the department head shall have the authority to assign an employee to the standby rotation for training purposes.

- c) if no volunteer is found to fill the vacancy in the standby schedule, the department head shall make the standby assignment mandatory to the lowest senior employee (given he/she is not scheduled for vacation time) who is qualified for such an assignment;
- d) once an employee has been forced to fill a standby assignment, he/she shall not be eligible to be forced on another standby assignment until all other qualified/eligible employees, via inverse seniority, have been assigned to fill such a vacancy.

10.242 -The rotation schedule for regular, reoccurring standby assignments shall be established by the appropriate department head and shall be posted in a conspicuous location. The rotation schedule shall be posted annually for each ~~fiscal~~ **calendar** year.

10.243 - Employees assigned to regular, re-occurring standby shall be considered to be on standby for the posted dates unless otherwise notified by the City. The City must notify an employee if they are not to be on standby for the posted dates no later than noon on the Tuesday prior to their scheduled standby dates. The ~~department head~~ **supervisor** shall revise the schedule for the rotation of standby assignments whenever necessary, due to employee terminations, new hires, pending emergencies or other situations requiring such adjustments. All adjustments shall be posted in a conspicuous location.

10.244 -Employees who volunteer or who are assigned to standby may trade their standby assignments or they may work each other's standby assignment provided the following conditions are met:

- a) All such trading of standby assignments or working of another employee's standby assignment be approved in advance by each employee's department head or designated supervisor.
- b) Unauthorized trading or working of standby assignments shall be subject to disciplinary action under section ~~13.200~~ **12.100** of this Agreement for failure to perform assigned duties in violation of a direct order from a supervisor.

10.245 -Employees who volunteer or who are assigned to standby shall be required to maintain a 60 minute response time for standby calls or they shall be subject to disciplinary action.

10.300 - Rotation of Overtime Opportunities for Snow Plowing/Removal, Salting and Related Activities

Employees shall be allowed to bid on route preference by seniority, as defined in section 11.100. Routes not bid upon voluntarily shall be filled by utilizing inverse seniority within the classification below.

The snow overtime roster (October 1 to October 1) shall consist of all employees of the Public Works Department in the following classifications:

Maintenance Worker I
Maintenance Worker II
Equipment Operator
Maintenance Crew Leader
Marina Yard Worker
Maintenance Electrician
Lead Electrician
Building Maintenance Engineer

and all other qualified employees of the AFSCME, Local #988, Chapter A except Refuse Collectors and Refuse Laborers who volunteer for snow removal operations.

In addition, Refuse Collectors and Refuse Laborers may volunteer to be included on the snow overtime roster with the following stipulations:

1. Refuse Collectors and Refuse Laborers who desire to be included on the snow overtime roster must notify their supervisor on or before ~~October~~ **September** 1st of each year,
2. Once A Refuse Collector or Refuse Laborer is placed on the snow overtime roster, he/she is required to remain on the snow overtime roster for the entire snow season,
3. Refuse Collectors and Refuse Laborers are not eligible for assignment to a snow route, and
4. Refuse Collectors and Refuse Laborers are only eligible for assignments to snow removal activities from the completion of their regular solid-waste collection duties **on Friday** (or including holiday make-up collections on Saturdays) until 11:00 p.m. the day before the employee's regularly scheduled refuse collection day.

If all mandatory overtime assignments have been made and additional personnel are needed for snow control operations, the remaining overtime assignments will be given to any available employee or contractor at the discretion of the City.

Overtime assignments for snow control operations will be made according to one of the following procedures:

A) Minor Storm

A minor storm is defined as a storm or snow control event that does not require the assignment of a snow truck to each snow route.

1. Employees on the snow overtime roster with regularly assigned snow routes will be contacted first. The one with the fewest snow overtime hours shall be called first and the one with the most overtime hours will be called last. If there is a tie with regards to the number of overtime hours, the assignment shall be made according to order of seniority. Employees have the option to refuse the assignment.
2. If additional employees are needed after following the above procedure, employees on the snow overtime roster without regularly assigned snow routes will be contacted. The one with the fewest snow overtime hours shall be called first and the one with the most snow overtime hours called last. If there is a tie with regards to the number of overtime hours, the assignment shall be made according to order of seniority. Employees have the option to refuse the assignment.
3. If additional employees are needed after following the above procedure, employees on the snow overtime roster with regularly assigned snow routes will be contacted again and mandatory assignment will be made. The employee with the fewest snow overtime hours shall be called first and the employee with the most snow overtime hours will be called last. If there is a tie with regards to the number of overtime hours, a mandatory assignment will be made according to inverse order of seniority.
4. If additional employees are needed after following the above procedure, employees on the snow overtime roster without regularly assigned snow routes will be contacted again and mandatory assignments will be made. The employee with the fewest snow overtime hours shall be called first and the employee with the most snow overtime hours will be called last. If there is a tie with regards to the number of overtime hours, a mandatory assignment will be made according to inverse order of seniority.
5. Mandatory assignments may only be refused due to illness, ineligibility as defined in Section 10.000, or ineligibility as defined by the DOT Compliance Program.
6. If the City determines that additional personnel are needed for snow control operations, the remaining assignments will be given to any available employee or contractor at the discretion of the City.
7. At the time that the supervisors realize the need for a snow truck in each snow route, the remainder of the overtime assignments will be made according to the Major Storm Procedures.

B. Major Storm

A major storm is defined as a storm which requires the assignment of at least one snow truck to each snow route. Other employees may also be needed for related activities such

as snow removal on the Great River Plaza, the parking ramp, parking lots and/or sidewalks.

1. At least two drivers will be assigned to each snow route.
2. The driver of each route with the fewest snow overtime hours shall be called first when an overtime assignment for snow control operations is needed.
3. The driver with the most hours shall be called second, if the driver is not available or refuses the overtime assignment. If both drivers refuse the first assignment, a mandatory assignment is made for the first driver.
4. If additional employees are needed after following the above procedure, employees on the snow overtime roster without regularly assigned snow routes will be contacted. The one with the fewest snow overtime hours shall be called first and the one with the most hours called last. If there is a tie with regards to the number of overtime hours, the assignment will be made according to order of seniority. Employees have the option to refuse the assignment.
5. If additional employees are still needed after following the above procedures, the original route driver refusing the assignment will be contacted again and mandatory assignment will be made.
6. Mandatory assignments may only be refused due to illness, ineligibility as defined in Section 11.000, or ineligibility as defined by the DOT Compliance Program
7. If all mandatory assignments have been made and additional personnel are needed for snow removal operations the remaining assignments will be given to any available employee or contractor at the discretion of the City.

10.400 - Regular Overtime Assignments

Overtime assignments other than stand-by assignments and refuse assignments will be made according to the following procedures. Under normal conditions, employees who receive an overtime assignment shall report to work within sixty (60) minutes after receiving the assignment or be subject to disciplinary action. Nothing in this section precludes the City from changing an employee's shift as explained in Section 10.600 or reasonably extending his/her shift without regard to the Overtime group to which he/she belongs.

As a general rule, regular shifts will only be extended when management believes that the ongoing assignment can be completed in less than one (1) hour of overtime.

If it turns out that the work will take longer than two (2) hours of overtime to complete, the shift extension will terminate at the end of two hours or sooner if replacement workers arrive prior to the two (2) hour shift extension maximum.

If overtime work on the assignment is to continue, overtime assignments will be made according to the labor agreement.

The overtime roster for each type of assignments will be divided into two overtime groups. Any qualified employee of AFSCME, Local #988, Chapter A may volunteer to be included in Group A. Each employee represented by AFSCME, Local #988, Chapter A will be placed in Group B based upon their skills.

The overtime roster starts at zero (0) beginning January 1 for all members of AFSCME, Local #988, Chapter A. Initial overtime assignments will be made to qualified employees in Group A on the basis of seniority and to qualified employees in Group B according to inverse order of seniority.

An employee may join or leave Group A at his/her discretion after providing a seven (7) day written notice to his/her supervisor. In the event that an employee decides to join Group A, he/she will be placed on the Group A roster with regular overtime hours equal to 0.1 hour more than the last person on the Group A list.

Management will update the rosters by noon of each regular working day and post them in conspicuous places. A regular working day is defined as a day when the administrative offices of the City are open to the public.

Whenever the City decides to offer overtime work to employees represented by Local #988, the assignments will be made according to the following procedure.

Step 1: Assignments will be made to qualified employees in Group A in inverse order of the overtime hours worked during the current fiscal calendar year. Employees may decline the assignments for any reason.

Step 2: If additional employees are needed after completing Step 1, assignments will be made to qualified employees in Group B in inverse order of the overtime hours worked during the current fiscal calendar year. Group B overtime assignments are mandatory. Mandatory assignments may only be refused due to illness, ineligibility as defined in Section 10.000 or ineligibility as defined by the DOT Compliance Program.

Step 3: If all mandatory overtime assignments have been made and additional personnel are needed, the remaining overtime assignments will be given to any available employee or contractor at the discretion of the City.

Divisions or work units may implement alternate methods of making overtime assignments with the mutual written consent of the Public Works Director and the AFSCME executive board.

1. The Equipment Operator class specification (Class Code 233) will be changed to include the following language under the illustrative examples of work: "May supervise a work crew engaged in the repair of the water distribution system."

2. The grievance filed by Norman Slaight, Maintenance Worker I, on Section 3.000, dated 12/8/95 shall be dropped.

3a. The City will make overtime assignments for the repair of the water distribution system according to the procedure outlined in Memorandum #95/96-058 from the Public Works Director dated 8/21/95, which will be included as Section 11.400 of the Agreement. The City will call through the appropriate A, B, and C list twice in an attempt to get the required personnel.

3b. If there are two occurrences when the City is unable to obtain a full overtime work crew for the purpose of repairing the water distribution system, then, after the second occurrence, the City reserves the right to give overtime assignments for same purpose to any available contractor, without having to contact AFSCME bargaining unit employees first, for a period of three (3) months.

3c. After the three (3) month period mentioned in 3b above, the procedure outlined in 3a and 3b above will be applicable again.

10.405 - Call-In Overtime Assignments for Water Distribution System Activities

If there are two (2) occurrences within any six (6) month period when the City is unable to obtain a full overtime work crew for the purpose of repairing the water distribution system, then, after the second occurrence, the City has a right to outsource call-in overtime work on the water distribution system to any contractor for a period of one (1) year without offering the call-in overtime assignments to AFSCME bargaining unit employees.

The City will notify the Union whenever it has been unable to obtain a full call-in overtime work crew for the purpose of repairing the water distribution system.

Section 10.420 - Refuse Operation Overtime

Personnel assigned to regular weekday collection (including yard waste) will be required to finish their assigned route unless alternative arrangements are approved by their supervisor.

Assignments for scheduled overtime (example: on a holiday, Saturday following a holiday) will be made according to the regular overtime procedures (as outlined in section 10.400) with the following stipulation:

- a. Only Refuse Collectors and Refuse Laborers may be on the "A" list for automated refuse collection.

10.500 - Compensatory Time

Eligible employees who accrue compensatory time off in lieu of cash payments for overtime hours worked shall be with the following limitations:

- a) Compensatory time shall be accrued at a time and one-half rate.
- b) If compensatory time is received in lieu of a minimum payment for a call out, court appearance or standby, the minimum number of hours eligible for cash payment at

the time and one-half rate shall be allowed as compensatory time.

- c) ~~Compensatory time shall not be allowed to accrue beyond 96 hours per fiscal year. Employees shall be allowed to carry over up to a maximum of 80 hours of compensatory time each fiscal calendar year.~~ If the employee has forty (40) hours or less of accrued compensatory time documented, the employee may determine whether the overtime compensation will be in overtime payment or compensatory time. No employee may have accrued compensatory time documented in excess of forty (40) hours without the approval of his supervisor.
- d) Compensatory time shall only be used with the advance approval of the employee's appropriate supervisor. No employee shall be allowed to use more than one week of accrued compensatory time in conjunction with their vacation and/or personal leave.
- e) Compensatory time standards of the Fair Labor Standards Act will apply to this article except that the use of compensatory leave will be governed by the same advance notice and minimum staffing requirements as vacation leave.
- f) No employee shall have more than ninety-six (96) hours of accrued compensatory time documented at one time. Employees shall be allowed to carryover up to a maximum of eighty (80) hours of compensatory time each calendar year.

10.600 - Changes in Established Work Schedules

Employees shall be notified at least 24 hours in advance of changes in their established work schedule that are less than two (2) weeks or they shall be eligible for overtime pay as provided in this section.

In the absence of a twenty-four hour notice, the employee shall be paid at a time and one-half rate for all hours worked beyond the employee's regular work schedule for the twenty-four hour period immediately following the change in schedule.

Employees shall be notified at least seven (7) calendar days in advance of changes in their established work schedule that are more than two (2) weeks or they shall be eligible for overtime pay as provided in this section.

In the absence of a seven (7) calendar day notice, the employee shall be paid at a time and one-half rate for all hours worked beyond the employee's regular work schedule for the twenty-four hour period immediately following the change in schedule.

After a temporary change in an employee's work schedule has been made (with the proper ~~twenty-four hour~~ notice), the employee may be reassigned to his original work schedule with an eight hour notice within fourteen calendar days after the temporary assignment was originally made.

11.000 - SENIORITY

Seniority shall be considered in transfers, promotions and layoffs when the skills, abilities, physical fitness and past performance for each employee or prospective employee concerned are substantially equal and such skills, abilities, physical fitness and past performance meet all job requirements. Nothing in this section shall prohibit or restrict the City's ability to hire new employees for any vacancy.

Seniority shall also be considered in the selection of employee vacation periods (or the selection of personal time or accrued compensatory time in conjunction with an employee's vacation); the determination of an employee's longevity pay; and the determination of employee shift assignments specified by the City.

The first six (6) months of continuous service will be a probationary period during which time the employee has no seniority standing and will be subject to layoff or discharge at the sole discretion of the City without recourse to the grievance and arbitration procedures contained in the Agreement. The City may with written notice to the Union extend the probationary period for an additional six (6) months. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his seniority will be dated back to the beginning of his employment.

11.100 - Definition of Seniority

Seniority shall be defined as an employee's length of continuous full-time employment with the City of Rock Island since their last date of hire as an AFSCME – Local #988 bargaining unit member less any adjustments due to unapproved leaves without pay, approved leaves without pay exceeding 30 calendar days in any fiscal **calendar** year, disciplinary suspensions, or any periods of part-time and/or temporary employment.

11.200 - Termination of Seniority

An employee's seniority shall terminate for any of the following reasons:

- a) an employee is terminated for any reason by the City,
- b) an employee terminates his/her employment with the City for any reason,
- c) an employee fails to report to work after the expiration of an authorized leave of absence,
- d) an employee engages in any type of work stoppage, work slow-down, or other type of work interruption,
- e) an employee is terminated or terminates his/her employment with the City to accept a permanent disability pension.

- f) an employee is absent due to illness or injury for more than twenty-four (24) months,
- g) an employee is laid off for more than thirty-six (36) months. Also, the employee will have up to thirty-six (36) months to return to the original position he/she was laid off from.
- l) an employee is not recalled for thirty-six (36) months after being laid off. For employees who are laid off, no paid leave shall accrue during the period of layoff, but the employee's seniority date shall remain the same as it was prior to the layoff to reflect changes in paid leave and other benefits the employee would have been eligible for had the layoff not occurred. Upon recall to a position other than the position the employee occupied when laid off, the employee shall be placed on probationary status with benefits for a six month period. The pay grade for the recalled employee in his/her new position shall correspond with the pay step the employee occupied in the position he/she was laid off from.

11.300 - Posting of Seniority Lists

Each division head shall post the seniority for each of their employees represented by Local #988 in a conspicuous location as of January 1 of each year. New employees shall be added to the list by the division head at the time that they successfully complete their probationary period and are placed on permanent status. Employees' name shall be removed from the seniority list when their seniority is terminated according to Section 11.200.

11.400 - Order of Hiring

The City shall designate the order of hiring when more than one employee represented by Local #988 is hired on the same date.

11.500 - Application of Seniority in Promotions

In the case of promotions, the candidate with the greater seniority shall be promoted provided all of the following conditions are met:

- a) a vacancy exists and the employee has properly applied for the position,
- b) the class specification held by the employee and the class specification applied for are both represented by Local#988,
- c) the skills, abilities, physical fitness and past performance for each candidate concerned are substantially equal and meet all requirements for the position applied for.

Promotions shall be defined as an assignment of an employee to a higher paying class specification according to the provisions of this section.

11.600 - Application of Seniority In Transfers

In the case of transfers, the candidate with the greater seniority shall be transferred provided all of the following conditions are met:

- a) a vacancy exists and the employee has properly applied for the position,
- b) the class specification held by the employee and the class specification applied for are both represented by Local #988.
- c) the skills, abilities, physical fitness and past performance for each candidate concerned are substantially equal and meet the requirements for the position applied for.

A transfer shall be defined as the assignment of an employee to the same class specification in another division or department of the City, or the assignment of an employee to lower paying class specification at the employee's request subject to the provisions of this section.

11.700 - Application of Seniority in Layoffs

In the case of layoffs, employees represented by Local #988 shall be laid off in the inverse order of their seniority according to the class specification to be deleted or reduced as specified by the City. Effective May 4, 1987, an employee subject to layoff may bump an employee with the least seniority in an equal rated or lower rated class specification represented by Local #988, provided he has the skills, ability, physical fitness and past performance to meet the requirements for the position to which he is bumping. The union retains the right to bargain over the impact of layoffs and other benefits.

In the event that the City intends to layoff employees represented by this collective bargaining agreement due to outsourcing of work currently performed by employees represented by this collective bargaining agreement, the City will provide the union with a written notice of its intent at least ninety (90) days prior to the effective date of the layoffs.

11.800 - Application of Seniority in Selecting Leave Time

Employees represented by Local #988 shall select their vacation periods in November of each year for the following ~~fiscal~~ **calendar** year. Vacation selections (as well as the selection of personal time or compensatory time in conjunction with an employee's vacation period) shall be according to each employee's seniority and shall also be subject to the staffing requirements specified by each division head.

- 11.810 -Employees who do not select their vacation period in November shall be permitted to select their vacation on a first-come-first-served basis subject to the staffing requirements specified by each division head.

11.820 -Each employee shall be responsible for the usage of his/her vacation leave within the requirements of this Agreement including the accrual limitation in section **9.250**.

11.900 - Application of Seniority in Selecting Work Shifts

Employees represented by Local #988 shall select their work shifts according to their seniority within each division subject to the following conditions:

- a) the division head shall specify the minimum staffing requirement by class specification for each shift in each division.
- b) the division head shall have the authority to reassign an employee(s) to another shift for training purposes. Re-scheduling shift assignments for training purposes shall not be used as a disciplinary action.

11.910 -Employees represented by Local #988 shall select their work shifts in November of each year for the following ~~fiscal~~ **calendar** year.

11.920 -As shift vacancies occur during the year, employees with less seniority than the employee vacating the shift shall, on the basis of their seniority within the division, be allowed to bid on the vacant shift provided the vacancy is the same classification and the employee is otherwise qualified.

11.930 -All of the same requirements which apply to the annual selection of shifts shall also apply to the filling of shift vacancies which occur during the year.

12.000 - DISCIPLINE

Both parties agree with the tenets of progressive corrective discipline and agree that disciplinary actions may be imposed upon any employee in the classified service for just cause. Disciplinary actions may include the following, but shall be initiated in light of the seriousness of the offense, the length of time between similar infractions, and shall be intended to correct unacceptable behavior and/or work performance of an employee: oral reprimand; written reprimand; suspension (notice to be given in writing); and discharge (notice to be given in writing).

Discipline shall be imposed as soon as reasonably possible after the City is aware of the event or action giving rise to the discipline. If the City has reason to discipline an employee, as a general rule it will not be done in the presence of other employees or the public.

Under normal circumstances, the division head will schedule a meeting with the employee to discuss the apparent infraction prior to imposing a written warning, suspension without pay, or dismissal. The meeting will be scheduled by the division head with at least 24 hours notice to the employee and union during normal City business hours. The employee will receive a written notice of the meeting, with said notice to contain a clear and concise

statement of the reason for the meeting. The employee shall be provided directly with a copy of the meeting notice. The union's notice shall be placed in the union mail slot provided for the union at the department offices. The employee shall have the right to invite one union representative to the meeting and both employees will be excused from work to attend the meeting. Neither employee will be paid for attending the meeting if it is scheduled for a time outside their working hours. It is the employee's responsibility to invite the union representative.

Failure of the employee or the union representative to attend the scheduled meeting will not be allowed as a means of delaying the imposition of disciplinary action. The pre-disciplinary meeting can be rescheduled with the agreement of all parties, but management may proceed with the disciplinary action after the originally scheduled meeting whether or not the employee and union representative attend.

The purpose of the pre-disciplinary meeting is to gather facts and evidence related to an apparent infraction which may result in disciplinary action being imposed. The meeting is not intended to serve as a forum to negotiate any disciplinary action which may be imposed. The union representative is present to assist the employee and may attempt to clarify facts or suggest employees who may have knowledge of them. The City reserves the right to have an employee give his own account of the matter under investigation.

12.100 - Progressive Disciplinary Procedures

Under normal circumstances, the department head shall follow progressive disciplinary measures as defined in this section. The employer's agreement to use progressive and corrective disciplinary action does not prohibit the employer from imposing discipline which is consistent with the severity of the offense and the principles of just cause.

12.110 -A written warning to an employee shall be considered as the first step in the progressive disciplinary procedures. Written warnings shall indicate the reasons for the warning and shall specify actions which must be taken by the employee in order to correct the problem.

12.120 -Suspension from work without pay shall be considered he second step in the progressive disciplinary procedure. The employee shall be informed in writing of the reason and length of the suspension given. Suspension without pay may be given for periods of up to a maximum of thirty (30) calendar days. Suspensions exceeding five (5) calendar days shall be approved by the Human Resources Director and City Manager before becoming effective.

12.130 -Dismissal shall be considered as the final step in the disciplinary procedure. Dismissals are the result of an employee who is either unwilling or incapable of correcting and/or improving unacceptable behavior or work performance. Dismissals must be approved by the Human Resources Director and City Manager before becoming effective.

12.300 - Alternative Disciplinary Procedures - E.A.P.

In all disciplinary cases, the supervisory personnel responsible for determining the appropriate disciplinary action to be taken may offer the employee involved the option of accepting a referral to the Employee Assistance Program in lieu of immediate disciplinary action. The employee involved may, when given the option, elect to serve the appropriate discipline or he/she may elect to accept the referral to the E.A.P. Once the appropriate supervisory personnel have offered the option of an E.A.P. referral in lieu of immediate disciplinary action, it is the employee who must decide which alternative he/she wishes to accept. Employees may not elect an E.A.P. referral when it is not offered, nor can a supervisor force an employee to accept an E.A.P. referral once it is offered.

12.310 -In cases where an E.A.P. referral is offered and accepted by the employee in lieu of immediate disciplinary action, the disciplinary action shall be temporarily waived.

12.311 -An employee who accepts a referral to the E.A.P. in lieu of immediate disciplinary action, shall be subject to said disciplinary action at all times during the referral and treatment process until documentation has been received by the E.A.P. Coordinator certifying the employee's successful completion of the counseling/treatment program as prescribed by the E.A.P. referral agency.

12.312 -The disciplinary action as determined and documented by the appropriate supervisory personnel shall be administered immediately if any of the following cases occur:

- a) The employee accepting the E.A.P. referral fails or refuses to appear at the E.A.P. referral agency after being scheduled to do so by the E.A.P. Coordinator.
- b) The employee accepting the E.A.P. referral refuses to authorize the E.A.P. referral agency to obtain or the E.A.P. Coordinator to provide the employee's work performance record.
- c) The employee accepting the E.A.P. referral refuses to accept counseling or referral to another service agency for counseling and/or treatment after the initial assessment and evaluation.
- d) The employee accepting the E.A.P. referral fails to successfully complete the counseling and or treatment program as determined by the E.A.P. referral or service agency.
- e) The employee accepting the E.A.P. referral fails to correct and/or improve his/her work performance, attendance and/or behavior which led to the E.A.P. referral.

12.320 -Upon the employee's successful completion of the counseling / treatment program, as documented by the E.A.P. Coordinator, the disciplinary action which initiated the employee's referral to the Employee Assistance Program shall be abated. Notification will be sent to the employee and his/her department head from the E.A.P. Coordinator stating that the employee has successfully completed the Employee Assistance Program referral in lieu of serving the disciplinary action and that said disciplinary action is now abated. A copy of this notification shall be placed in the employee's personnel file. Documentation of the behavior which led to the original E.A.P. referral shall remain in the employee's file with the notation that an E.A.P. referral was successfully completed by the employee in lieu of the specified disciplinary action. The successful completion of an E.A.P. referral shall not interrupt the progressive disciplinary process. If an employee successfully completes an E.A.P. referral, he/ she shall still be subject to even more severe disciplinary action for future incidents of unacceptable behavior.

12.400 - Removal of Disciplinary Action

Written warnings shall not be considered if the offense is not repeated for a period of three (3) years after the most recent discipline for the same offense.

12.410- Access to Personnel Records

A. Employee Access to Personnel Records

Employees should complete "Request to Examine Employees Records" form from the Human Resources Department regarding access to his/her file. Upon completion, an appointment should be made with the Human Resources Department. An office employee will be present during examination. An employee may request all or any part of his/her, except the following:

- a. Letters of reference for the employee except with the permission of person who wrote the letter.
- b. Any portion of a test document, except the cumulative test score for either a section of or the score for the entire test document.
- c. Information relating to an investigation of possible criminal activity by an employee or other activity that could reasonably be expected to result in loss or damage to City property or disruption of business, unless and until the City takes adverse personnel action based on such information.
- d. Records relevant to a pending claim between the City and the employee which may be subpoenaed in judicial proceedings.
- e. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

B. Time and Manner of Inspection

An employee shall be granted inspections no more frequent than once per month. This will be by a prearranged appointment as stated above. The inspection of the record will be within seven (7) calendar days from the date of the request and will be made available during the week from 8:00 a.m. to 5:00 p.m. However, if the Human Resources Director can reasonably show that such deadline cannot be met, the human resources office shall have an additional seven (7) calendar days to comply. Such records may be inspected only in the human resources office.

C. Incorrect Information

No employee, nor his/her designated representative shall remove, alter, deface, or damage any part of the record. If an employee disagrees with any information included in their personnel record, a letter may be sent to the Director of Human Resources explaining the employee's position. If the employee and the Human Resources Director cannot mutually agree to the removal or alterations of the document in dispute, the human resources office shall attach the employee's statement to the aforementioned record. The inclusion of any written statement attached in the record, without further comment or action by the employer, shall not imply or create any presumption of employer agreement with its contents.

An employee is required to notify, in writing the human resources office of any changes in address, telephone number, federal/state tax withholdings, person to contact in case of emergency changes that might affect insurance coverage, and any other changes in personal data.

D. Inspection of Record by Representative

The employee and the representative must fill out the "Request to Examine Employee Records" form. The human resources office will allow the representative to inspect the employee's personnel record if they adhere to the guidelines as stated above in Section A and B of this policy.

E. Duplication

After review of his/her personnel record, an employee may designate those documents contained within the file for duplicating. The employee upon receipt of said documents shall reimburse the City for all copies beyond the first 20 pages requested. The fee shall be limited to the actual cost of duplicating the information.

12.500-Interview of Witnesses

If an employee is contacted in the course of an investigation to discuss an incident for which discipline is not contemplated against the employee contacted, the City will provide the employee with a written notification that the employee is not the subject of the

investigation and that disciplinary action will not be taken against the employee. Upon being provided that notice, employees shall not be entitled to a union representative in attendance at the meeting.

13.000 - GRIEVANCES

Any employee represented by Local #988 who has a grievance shall follow the grievance procedure outlined in this section.

A grievance shall be defined as a complaint by an employee or group of employees (with regard to a single common issue) regarding any aspect of their employment with the City.

13.100 - Filing Grievances

Any employee represented by Local #988 may process a grievance during working hours provided the following conditions are met:

- a) only one other employee represented by Local #988 shall be excused from work to represent an employee who is processing a grievance,
- b) all meetings with division heads shall be scheduled in advance with the department head's approval,
- c) division heads shall make reasonable efforts to schedule a meeting to discuss the grievance at the earliest possible time,
- d) no employee shall be excused from work to investigate a grievance, although union officials and employees shall be allowed to flex their normal work breaks and hours with the consent of all affected employees' supervisors in advance to allow for grievance investigation,
- e) no grievance shall be filed or processed without the consent and participation of the employee(s) involved,
- f) all grievances shall be filed or appealed in a timely manner according to time limits specified or they shall be considered null and void.

If any step in the grievance procedure is not applicable, the grievance shall be filed or appealed to the next step in the process.

13.200 - Processing Grievances

A grievance shall be processed in the following manner:

- Step One - Employee(s) who have a grievance shall first meet with their supervisor and a union representative in an attempt to resolve the complaint prior to filing a formal grievance in accordance with Step Two below.

Step Two - Employee(s) may file a grievance in written form with the office of the department head within ten (10) calendar days of the event or occurrence which precipitated the grievance, or within ten (10) calendar days of when the employee(s) concerned should have become aware of the event or occurrence through reasonable diligence and attention. Said grievance shall be reviewed by the Management Grievance Committee, which shall be comprised of the employee's division head, the department head, and the Human Resources Director. Said committee shall render a written decision on the grievance within seven calendar days of the date the grievance was filed.

Step Three - Employee(s) may appeal the decision of the Management Grievance Committee by filing a written appeal with the City Manager's office within ten calendar days of the date of the Committee's decision, or within ten (10) calendar days of when the employee(s) concerned should have become aware of the Committee's decision through reasonable diligence and attention.

The City Manager shall render a written decision on the appeal within ten calendar days of the date it was filed.

~~Step Four - If, following the City Manager's decision on the appeal as described in Step Three, an employee wishes to further pursue his/her grievance, the employee or union representative shall, within ten (10) days following the receipt of the City Manager's or his/her designee's decision on the appeal, request in writing a final meeting between the employee (with appropriate union representation) and the City's Human Resources Director (with any additional persons necessary to the complaint, such as the employee's supervisor). Such final meeting shall be held for the purpose of attempting to resolve the grievance without arbitration.~~

Step Five **Four** - Only a grievance which is a dispute or difference of opinion raised by an employee, or by a group of employees (with regard to a single common issue) covered by this agreement against the City involving as to him the meaning, interpretation or application of the express provisions of this agreement may be referred to binding arbitration. Grievances which are not so defined shall be decided by the City Manager and shall not be referred to binding arbitration.

An employee may refer an eligible grievance to binding arbitration by submitting a written notice to the City Manager within ten (10) calendar days following the final meeting described in Step Four. Only grievances which have been authorized by Local #988 shall be referred to binding arbitration.

This formal grievance process does not preclude the City or the Union from attempting to resolve an issue or potential grievance informally or through the use of non-binding mediation.

13.250 -Grievance Responses

Responses to grievances filed at steps 2 and 3 above shall be provided to both the employee filing the grievance directly and to Local #988. The notification to Local #988 shall be provided through a copy of the response being placed in a mail slot dedicated for the union to be provided at the Public Works offices, 1309 Mill Street.

13.300 - Time Periods for Filing/Appealing Grievances

In the event the Management Grievance Committee or the City Manager does not render a timely decision the grievance shall be considered to be denied on the last day provided for a response by the City's representative.

The time period for filing or appealing a grievance at any of the steps may be extended with the mutual consent of the employee(s) concerned and the Management Grievance Committee or City Manager, whichever is appropriate.

13.400 - Selection of Arbitrator

The City and the Union will file a joint request for a list of seven persons as nominees for arbitration with the Federal Mediation and Conciliation Service within six (6) months after the Union files the written notice of its intent to refer the grievance to binding arbitration. The City and Local #988 shall select an arbitrator by alternately striking one name each. The name shall be selected as arbitrator. Local #988 shall strike the first name from the list.

The arbitrator shall be notified of his selection by a joint letter from the City and Local #988 requesting that he set a time and place, subject to the availability of the City and Local #988. All arbitration hearings shall be held in the City of Rock Island.

13.500 - Authority of Arbitrator

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or applicable Personnel Rules. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him.

In the event the arbitrator finds a violation of the terms of this Agreement, he shall determine an appropriate remedy.

The arbitrator shall submit in writing his decision within thirty calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension. The decision shall be based solely upon his

interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

13.600 - Payment of Arbitration Costs

Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and Local #988. The City and Local #988 shall be responsible for compensating its own representatives and witnesses. If either the City or Local #988 desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the record. If the other party desires a copy of the proceedings it agrees to pay half of the costs of preparing the record as well as the costs of making a copy.

14.000 - LABOR/MANAGEMENT MEETINGS

Representatives of AFSCME Local #988 and management representations may meet at mutually agreed upon times at the request of either party to discuss matters of mutual interest, exchange information, resolve potential conflicts and improve general communications.

15.000 - BULLETIN BOARDS

The City shall provide adequate space on existing bulletin boards in the Equipment Maintenance Division, Municipal Services Division and Utilities Division for the posting of AFSCME meeting notices and similar information. No posting of an inflammatory or derogatory nature shall be allowed and all posting shall be reviewed and approved by the appropriate supervisor prior to posting. All materials posted shall be marked regarding the date on which material shall be removed from the bulletin board. Materials posted which are not approved by the appropriate supervisor shall be removed.

16.000 - REPLACEMENT OF EMPLOYEE OWNED TOOLS

The City shall replace any hand and/or power tools stolen or destroyed by fire which are the personal property of employees represented by Local #988 according to the provisions of this section.

Said tools are required to be provided by the employee as a condition of their employment. Said tools have been properly inventoried (in writing) and where necessary photographed and placed on file with the City. Tools which are not stolen nor destroyed by fire but are simply misplaced or lost by the employee shall not be replaced by the City. Tools which are not required by the City shall not be replaced by the City.

16.100 - Tool List

The Fleet Service division shall provide a list of the basic hand tools they provide for use by Fleet Service personnel.

17.000 - UNIFORMS

Employee clothing must be clean and presentable at the beginning of each work shift.

Pants – Employees may wear uniform pants provided by the City of their own pants while on duty. Pants must be approximately the same color as the uniform pants.

Shorts – Employees may wear approved shorts on duty with the permission of their supervisor. The shorts must be approximately the same color as the uniform pants. The City will not provide shorts.

Shirts – Employees may wear uniform shirts provided by the City, personal clothing or AFSCME shirts approved by the Public Works Director while on duty. Personal shirts may not display anything other than a small manufacturer's logo.

Other Visible Clothing – With the exception of approved AFSCME apparel, visible clothing may not display anything other than a small manufacturer's logo.

The City will not be responsible for cleaning or maintaining personal clothing. Torn or cut-off clothing may not be worn while on duty.

The City will provide and maintain the following uniform items at its expense for employees to wear while on duty.

Uniform Pants (eleven pairs will be provided)

Winter Uniform Shirt (October 1 through March 31; eleven shirts will be provided)

Summer Uniform Shirt (April 1 through September 30; eleven shirts will be provided)

Three pair of coveralls shall be made available for employees to wear at the employee's option. The employee may elect to wear coveralls instead of uniform shirts and uniform pants on a one-to-one basis.

Two jackets will be made available in lieu of coveralls.

Employees shall inform the Public Works Director by ~~March~~ **December** 1st of each year if they intend to participate in the uniform service for the following ~~fiscal~~ **calendar** year. If employees elect to utilize the uniform service, they may select any or all of the uniform options. When an employee participates in the uniform service with the exception of coveralls and jackets, the selected uniform items must be worn while on duty.

17.100 - Safety Shoes and Work Boots

Employees represented by Local #988 who are required to wear safety shoes and work boots by their department head will be provided with employer-approved safety shoes and work boots on an as needed basis to be determined by the department head. Only steel toed or safety toed shoes will be approved by the City. All employees must wear steel toed or safety toed shoes at all times on the job. The safety toed shoes must be approved by the City from an approved source. Rubber steel toed shoes will be provided. Effective on the signing date of both parties to the agreement, the safety shoe and boot allowance will be \$120.00 per pair.

17.200 – Personal Cell Phone

Employees may carry personal cellular telephones while on duty.

Personal cellular telephones may be turned on while the employee is on duty with the following provisions:

1. The personal cellular phone may be only used for personal emergencies and city business.
2. An employee may not use a cellular phone under any circumstances while operating city-owned vehicles or equipment.
3. An employee may use a personal cellular telephone for any type of calls while on paid breaks.
4. The employee must provide the number of the personal cell phone being carried.

18.000 - WAGES

Annual base salaries for employees represented by Local #988 shall be compensated retroactive to ~~March 30, 2015 with 2.25% added to the base, 2.00% added to the base effective January 4, 2016, 2.25% added to the base effective January 2, 2017, 2.75% added to the base effective January 1, 2018, and 3.00% added to the base effective December 31, 2018.~~ **December 30, 2019 with 0% added to the base, 2.00% added to the base retroactively to December 28, 2020, 2.25% added to the base effective December 27, 2021, 1.75% added to the base effective December 26, 2022, and 1.95% added to the base effective December 25, 2023.** These wages are in accordance with the wage schedule attached to this Agreement and incorporated herein as Appendix A. AFSCME – Local #988 employees with a seniority date prior to April 1, 1994 shall receive wages in accordance with the wage schedule attached to this Agreement and incorporated herein as Appendix A. AFSCME – Local #988 employees with a seniority date on or after April 1, 1994, shall not receive step increases but shall be paid not less than the lowest step nor more than the highest step for their classification. Employees hired on or after April 1, 1994, shall not have a starting rate of pay higher than the rate of those employees in that classification hired prior to April 1, 1994.

18.100 -Step Increases (does not apply to AFSCME – Local #988 employees

with a seniority date on or after April 1, 1994)

18.110 -Step increases from one step to the next for employees with a seniority date prior to April 1, 1994 shall be given at the beginning of the pay period immediately following the employee's successful completion of his/her probationary period and annually at the beginning of the pay period immediately following the employee's anniversary date of appointment to that classification until he/she reaches the top step (excluding merit range) of the salary range established for that classification.

18.120 -Step increases may be withheld or delayed for disciplinary reasons. The delay or withholding of an employee's step increase must be approved by the City Manager before becoming effective.

18.200 - Longevity Pay

Longevity pay for employees represented by Local #988 shall be \$700 (\$.34), \$1,400 (\$.67), \$2,100 (\$1.01), \$2,800 (\$1.35), \$3,500 (\$1.68), and \$4,200 (\$2.02) for the completion of 5, 10, 15, 20, 25, and 30 years of service.

18.210 - All longevity pay increases shall be effective at the beginning of the pay period immediately following the employee's appropriate anniversary date.

18.220 - Longevity pay increases shall be given solely on the basis of continuous years of service. For purposes of determining an employee's years of service for longevity pay, only periods of continuous, full-time probationary and/or permanent employment shall be considered. Periods of temporary employment and/or part-time employment, as well as any periods of unpaid absences exceeding thirty (30) calendar days shall be excluded from longevity pay computations.

18.300 - Shift Differential

A shift differential of \$.41 per hour shall be paid to employees who regularly start working between 3:00 p.m. and 7:00 p.m. (hereinafter referred to as 2nd shift) and \$.45 per hour to employees who regularly start working between 11:00 p.m. and 3:00 a.m. (hereinafter referred to as 3rd shift) and \$.45 per hour to employees assigned to the swing shift. An employee shall not be considered to be regularly working a shift and entitled to shift differential until after working the shift for ten (10) or more consecutive working days.

18.400 - Pay Periods and Pay Days

Pay periods shall be two calendar weeks in length and shall begin on Monday and end on Sunday. Pay days shall be on the Friday following the last day of the pay period.

18.500 - Short Term Assignments to Higher Classifications

Employees assigned to perform the duties of a higher classification for periods of 5 working days shall be entitled to be paid as if he/she were actually promoted to that position. Upon expiration of the short-term assignment, the additional pay shall be discontinued. These short-term assignments shall not be considered as promotions, but only as assignments outside the employee's normal duties for which he/she received additional compensation.

18.600 - Merit Pay Plan

Both parties agree that the City and Union will meet during the term of this agreement to review the merit plan. It is further agreed that before making changes in the merit plan the City shall give the Union notice of the intended changes and upon request the City shall meet with the Union within thirty (30) days of notice being given. If agreement is not reached within the thirty (30) day period, the City shall have the right to implement changes.

~~Starting March 30, 2015 through December 31, 2019, the Pay for Performance Plan will be fully funded. Eligible employees may receive a merit increase ranging from 0% - 3.0% (maximum) based on their job performance.~~

Starting January 1, 2020 through December 31, 2024, the Pay for Performance Plan will be funded as follows:

For calendar year 2020, eligible employees may receive a merit increase ranging from 0% - 3.0% (maximum) based on their job performance;

For calendar year 2021, eligible employees will receive a performance review but will not receive a merit increase based on their job performance;

For calendar year 2022, eligible employees may receive a merit increase ranging from 0% - 1.5% (maximum) based on their job performance; and

For calendar year 2023, eligible employees may receive a merit increase ranging from 0% - 3.0% (maximum) based on their job performance.

For calendar year 2024, eligible employees may receive a merit increase ranging from 0% - 3.0% (maximum) based on their job performance.

18.700-Pay for Licenses

Employees who after the effective date of this agreement acquire State of Illinois Wastewater Class 1, 2, or 3 licenses shall be entitled to a yearly bonus payment added to the base salary for maintaining said license in the following amount:

- Class 1: \$500
- Class 2: \$250
- Class 3: \$150

Employees who after the effective date of this agreement acquire State of Illinois Water Class A or B licenses shall be entitled to a yearly bonus payment added to the base salary for maintaining said license in the following amount:

Class A: \$500

Class B: \$250

18.800 - Wage Rate Upon Promotion

When an employee with a seniority date prior to April 1, 1994 is promoted, his base pay will be raised to a step in the pay classification plan that is at least five (5) percent above his base pay prior to promotion. If his current base pay is less than five (5) percent below Step G of the pay classification to which he is being promoted, he will receive a pay increase of five (5) percent upon promotion.

When an employee with a seniority date after April 1, 1994 is promoted, his base pay will be raised at least five (5) percent.

If an employee's class specifications before and after promotion are included in 3.000 - Recognition, the employee may return to the position he occupied prior to promotion by providing the Public Works Director with a written notice of his decision within thirty (30) calendar days after the effective date of the promotion. Upon returning to his position prior to promotion, the employee's wage rate will be reduced to the wage received prior to promotion.

Effective January 1, 2022, a promoted employee will receive a six (6) month performance review but is not eligible to receive a merit increase based on their job performance. Merit increases may be granted on the employee's anniversary date.

18.900 - Wage Rate Upon Transfer

When an employee is placed in a position that is in a lower paying class specification, his base pay will be decreased by five (5) percent or to the maximum salary of the new job classification.

Effective January 1, 2022, a transferred employee will receive a six (6) month performance review but is not eligible to receive a merit increase based on their job performance. Merit increases may be granted on the employee's anniversary date.

19.000 - ROCK ISLAND MUNICIPAL EMPLOYEES HEALTH BENEFIT PLAN

The subject of health insurance has been deferred to the City of Rock Island Health Care Planning Committee by the Agreement for Labor/Management Health Care Planning Committee.

20.000 - NO STRIKE-NO LOCKOUT

Neither Local #988 nor its agents or any employees, for any reason, will authorize, institute, aid condone or engaged in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City. Local #988 agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this no-strike provision, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this provision to return to work. The City may discharge or discipline any employee who violates the terms of this no-strike provision.

20.100 - No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with Local #988.

21.000 - AUTHORITY OF THE CONTRACT

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall thereafter attempt to renegotiate the invalidated provision(s) of the Agreement.

22.000 - UNION BUSINESS

22.100 – Leave For Union Activity

The bargaining unit, and not each member of the bargaining unit, shall be allowed up to 30 (thirty) days each year without pay to attend state and international conventions and/or state or area-wide meetings provided 30-day notice is given and the leave does not cause the City to be under minimum manning.

22.200 – Union Orientation

The union shall be notified in writing of any newly hired employees identified under Article 3 of the contract.

The union will be allowed a one (1) hour orientation of the new employee and he will be permitted to attend the orientation during his normal work hours. The union orientation will take place within two (2) weeks of the new employee's hire date and shall be granted to the extent there is no interference with city operations or violates a department's minimum manning requirements.

Any request for a union orientation will be submitted, in writing, by the union to the appropriate department manager, and shall be answered, no later than five (5) days following the request.

The union orientation will be paid for the new employee at his hourly rate. Any time extending beyond the one (1) hour orientation will be unpaid. Any orientation occurring outside the employee's normal work hours will be unpaid and ineligible for overtime unless approved in advance by the department manager.

The union shall have the right to certify one (1) steward to participate in a union orientation. The steward providing the union orientation will be unpaid. He will be permitted to use paid leave benefits (vacation, personal, bonus personal leave or compensatory time) if the orientation occurs during his work hours.

23.000 – RESIDENCY

Employees hired after June 11, 1991, must live in Illinois or Iowa. For residency purposes only, all employees must report within 60 minutes after being called into work for an overtime assignment.

24.000 - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.

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 City and AFSCME Local #988, for the duration of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even through such subjects or matters may not have been with the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

This Agreement is hereby signed and approved this _____ day of _____, 2015 **2021**.

CITY OF ROCK ISLAND, ILLINOIS:
EMPLOYEES

AMERICAN FEDERATION OF STATE
COUNTY, AND MUNICIPAL
LOCAL #988

By: _____
CITY MANAGER

BY: _____
PRESIDENT

Date: _____

Date: _____

Attest: _____
CITY CLERK

Attest: _____
SECRETARY

AGREEMENT BETWEEN THE CITY OF ROCK ISLAND, ILLINOIS

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL #31, LOCAL #988 CHAPTER A

INDEX

ARTICLE 1.000: Purpose..... 1

ARTICLE 2.000: Non-Discrimination..... 1

ARTICLE 3.000: Recognition 1

 Section 3.100 - Job Classifications..... 2

 Section 3.200 - Other Duties Assigned 2

 Section 3.300 - Temporary Appointments 2

ARTICLE 4.000: Scope of Bargaining..... 2

ARTICLE 5.000: Term of Agreement/Applicability of Agreement and Personnel Rules 2

ARTICLE 6.000: Dues Checkoff, AFSCME Council 31 Dental Trust Fund Checkoff, and PEOPLES 3

 Section 6.100 - Dues Checkoff Forms..... 3

 Section 6.200 - Amount of Dues Checkoff 3

 Section 6.300 - Authorization of Dues Checkoff 3

 Section 6.350 - PEOPLES Checkoff 3

 Section 6.400 - City Held Harmless..... 4

 Section 6.500 - Dues Dates for Checkoffs 4

ARTICLE 7.000: Fair Share 4

ARTICLE 7.000: Management Rights..... 5

 Section 7.100 – Productivity Goal 5

ARTICLE 8.000: Hours of Work..... 5

 Section 8.100 – Refuse Incentive..... 6

 Section 8.200 – Extreme Weather 6

 Section 8.300 – Sick Leave Call-In..... 6

ARTICLE 9:000: Paid Leave..... 7

 Section 9.100 - Holidays..... 7

 Section 9.200 - Vacation 7

 Section 9.300 - Personal Leave 8

 Section 9.400 - Sick Leave..... 8

 Section 9.500 - Bereavement Leave 9

Section 9.600 - Job Related Disability Leave	9
Section 9.650 – Health Premiums While on Workers’ Compensation	9
Section 9.700 - Military Leave	10
Section 9.800 - Special Leave.....	11
Section 9.900 - Medical Leave	11
Section 9.910 - Leave of Absence	11
Section 9.1000 – Family Medical Leave Act (FMLA).....	11
Section 9.1100 – Proof of Illness.....	11
ARTICLE 10.000: <u>Overtime</u>	11
Section 10.100 - Rate of Overtime Pay	11
Section 10.200 - Standby Pay	12
Section 10.300 - Rotation of Overtime Opportunities for Snow Plowing/Removal, Salting and Related Activities	13
Section 10.400 - Regular Overtime Assignments.....	14
Section 10.405 - Call-in Overtime for Water System Activities.....	15
Section 10.420 - Refuse Operation Overtime	16
Section 10.500 - Compensatory Time	16
Section 10.600 - Changes in Established Work Schedules	16
ARTICLE 11.000: <u>Seniority</u>	17
Section 11.100 - Definition of Seniority	17
Section 11.200 - Termination of Seniority	17
Section 11.300 - Posting of Seniority Lists	18
Section 11.400 - Order of Hiring.....	18
Section 11.500 - Application of Seniority in Promotions.....	18
Section 11.600 - Application of Seniority in Transfers.....	19
Section 11.700 - Application of Seniority in Layoffs	19
Section 11.800 - Application of Seniority in Selecting Leave Time.....	19
Section 11.900 - Application of Seniority in Selecting Work Shifts.....	20
ARTICLE 12.000: <u>Discipline</u>	20
Section 12.100 - Progressive Disciplinary Procedures	21
Section 12.300 - Alternative Disciplinary Procedures - E.A.P.	22
Section 12.400 - Removal of Disciplinary Action	23
Section 12.410 - Access to Personnel Records	23
Section 12.500 - Interview of Witnesses	24
ARTICLE 13.000: <u>Grievances</u>	25
Section 13.100 - Filing Grievances.....	25
Section 13.200 - Processing Grievances	25
Section 13.250 - Grievance Responses	27
Section 13.300 - Time Periods for Filing/Appealing Grievances	27
Section 13.400 - Selection of Arbitrator.....	27
Section 13.500 - Authority of Arbitrator	27
Section 13.600 - Payment of Arbitration Costs.....	28
ARTICLE 14.000: <u>Labor/Management Meetings</u>	28

ARTICLE 15.000: Bulletin Boards..... 28

ARTICLE 16.000: Replacement of Employee Owned Tools..... 28
 Section 17.100 - Tool List..... 28

ARTICLE 17.000: Uniforms..... 29
 Section 17.100 - Safety Shoes and Work Boots 29
Section 17.200 – Personal Cell Phones 29

ARTICLE 18.000: Wages..... 30
 Section 18.100 - Step Increases 30
 Section 18.200 - Longevity Pay 30
 Section 18.300 - Shift Differential 31
 Section 18.400 - Pay Periods and Pay Days 31
 Section 18.500 - Short Term Assignments to Higher Classifications 31
 Section 18.600 - Merit Pay Plan 31
 Section 18.700 - Pay For Licenses..... 31
 Section 18.800 - Wage Upon Promotion 32
 Section 18.900 - Wage Upon Transfer 32

ARTICLE 19.000: Rock Island Municipal Employees' Health Benefit Plan 32

ARTICLE 20.000: No Strike - No Lockout 32
 Section 21.100 - No Lockout 33

ARTICLE 21.000: Authority of the Contract 33

ARTICLE 22.000: Union Business 33
 Section 22.100 – Leave for Union Activity 33
 Section 22.200 – Union Orientation..... 33

ARTICLE 23.000: Residency 34

ARTICLE 24.000: Entire Agreement 34

~~MEMORANDUM OF AGREEMENT – OVERTIME FOR WATER DISTRIBUTION (MOA in Section 10.400)~~

~~MEMORANDUM OF AGREEMENT – FAMILY MEDICAL LEAVE ACT (MOA in Section 9.1000)~~

~~MEMORANDUM OF AGREEMENT – PROOF OF ILLNESS NOTIFICATION (MOA in Section 9.1100)~~

~~HEALTH CARE PREMIUM WHILE ON WORKERS COMPENSATION MEMORANDUM (MOA in Section 9.650)~~

~~MEMORANDUM OF AGREEMENT – PRODUCTIVITY GOALS (MOA in Section 7.100)~~

~~EXTREME WEATHER POLICY FOR REFUSE COLLECTION MEMORANDUM (MOA in Section 8.200)~~

~~MEMORANDUM OF AGREEMENT – PERSONNEL RULES~~

~~MEMORANDUM OF AGREEMENT – CELLULAR PHONES (MOA in Section 17.200)~~

SICK LEAVE CALL-IN POLICY (MOA in Section 8.300)

REFUSE DAILY OPERATIONAL CHECKLIST

MEMORANDUM OF AGREEMENT - SECURITY CAMERAS

SALARY SCHEDULE (APPENDIX A)