

AGREEMENT BETWEEN
CITY OF GALESBURG, ILLINOIS

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME)
COUNCIL 31, AFL-CIO

ON BEHALF OF

AFSCME LOCAL 1173

January 1, 2009 – December 31, 2011

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AGREEMENT

THIS AGREEMENT, entered into this, between the City of Galesburg, Illinois (The "City") and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO for and on behalf of Local 1173 (the "Union"):

PREAMBLE

WHEREAS, the City has endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full-time employees insofar as such practices and procedures do not interfere with the City's right and obligation to operate effectively in order to best serve the City and its residents and to make clear all basic terms upon which such relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and all other conditions of employment; and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

SECTION 1.1 – UNION RECOGNIZED The City recognizes Local #1173 and Council 31 AFSCME as the exclusive bargaining agent for the purpose of establishing the wages, hours, terms and conditions of employment for all non-exempt, full-time permanent employees, those employees scheduled to work more than 32 hours per week. Permanent part-time employees are any employee(s) who are regularly scheduled to work a minimum of thirty (30) hours per week. Permanent part-time employees are entitled to 3/4 of the benefits of a full-time employee. Additionally, the City shall furnish health insurance for all permanent part-time employees. Permanent part-time employees are eligible for membership in the Union. Employees represented are in the classification of Secretary I, Information Systems Technician, Account Clerk I, Junior Accountant, Handivan Driver, Communications Dispatcher/Clerk I, Communications Dispatcher/Clerk II, Public Safety Clerk, Telephone Systems Operator, Recreation Activity Specialist, Engineering Technician I, Engineering Technician II, Custodian I, Custodian II, Maintenance Worker, Heavy Equipment Operator, Mechanic, Public Service Officer, Utility Maintenance and Electrician.

Employees excluded from representation are all seasonal (those hired to work for a fixed period of time which is less than one year), part-time (those scheduled to work an average of less than 30 hours per week), uniformed police and firefighter, supervisory, confidential or exempt employees and all elected officials or officers of the City.

SECTION 1.2 – NEGOTIATIONS The Union shall be permitted to have five (5) individuals sit on the negotiating committee provided it does not interfere with or disrupt emergency services, if any.

SECTION 1.3 – NEW CLASSIFICATIONS The City shall notify the Union, in writing, of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the agreement and the job duties are not significantly altered or changed, the new classification shall become a part of this Agreement. If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, and the Union notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to review the proposed classification. The Union will have ten (10) calendar days to respond to said written notice. If no response is received within that time period, however, the Union is presumed to have agreed with the change.

SECTION 1.4 – INTEGRITY OF BARGAINING UNIT Absent an emergency, the City will not assign work normally performed by employees in the bargaining unit to employees in another City bargaining unit without notifying the Union. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question.

SECTION 1.5 – RIGHT TO SUB-CONTRACT Nothing in this Agreement shall preclude the City from exercising its right to sub-contract for any goods or services.

ARTICLE II - UNION RIGHTS

SECTION 2.1 – DUES DEDUCTIONS While this Agreement is in effect, the City will deduct, once each month, the regular monthly union dues, plus a deduction for P.E.O.P.L.E., for each employee in the bargaining unit for whom there is on file with the City a voluntary effective check-off authorization per furnished AFSCME union cards. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union. The Union may change the fixed uniform dollar amount which shall be considered the regular monthly union dues once each year during the life of this Agreement. The Union will give the City thirty (30) days' notice in writing of any such change in the amount of uniform union dues to be deducted. The Union authorization is revocable by a notice in writing to the Personnel Office with a copy to the Union.

SECTION 2.2 – UNION INDEMNIFICATION The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. The Union agrees to refund to the City any amount paid to the Union in error on account of this dues deduction provision within ten (10) days.

SECTION 2.3 – UNION ACCESS Two (2) Union representatives may have access to the premises of the City during an emergency situation in order to help resolve a serious labor dispute or contract problem. In order to receive access, the representatives must first advise the appropriate supervisor.

SECTION 2.4 – FAIR SHARE DEDUCTION Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of

dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act.

This fair share deduction shall only be made from the paycheck of any bargaining unit employee during those periods of time throughout the term of this Agreement that the Union maintains membership of at least fifty percent plus one (50% + 1) of the eligible bargaining unit members eligible to join. In the event that the dues-paying membership of the Union is less than fifty percent plus one (50 percent + 1) of the eligible bargaining unit members eligible for membership, no such deductions shall be made unless and until the fifty percent plus one (50 percent + 1) requirement is met.

The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employee and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to union members.

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by 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.

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

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

SECTION 2.5 – TIME OFF FOR UNION BUSINESS Five elected Union officers will be allowed time off without pay, scheduling permitting, for the purpose of attending Union meetings, conferences and conventions. Employees may elect to take accrued time (i.e. vacation, holiday, personal, comp time, etc.) in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 3.1 – MANAGEMENT RIGHTS Except as specifically limited by the express provisions of this Agreement, the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and

authority exercised by the City prior to the execution of the Agreement to include, but not limited to: the right to determine its mission, policies, and to set forth all standards of service offered to the public; to plan, direct, control and to determine the operations or services to be conducted by employees of the City; to determine the methods, means, and number of personnel needed to carry out the department's mission; to direct the working force; to hire and assign or to transfer employees within the department for other related functions; to promote, suspend, discipline or discharge; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to make, publish and enforce rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to schedule and assign work; to establish work and productivity standards; to assign overtime; and to take any and all actions as may be necessary to carry out the mission of the City and its departments in situations of civil emergency as may be declared by the Mayor, the City Manager or Acting City Manager, provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement as directed by the City Manager.

SECTION 3.2 – DETERMINATION OF AUTHORITY If, in the sole discretion of the City Manager, it is determined that extreme civil emergency conditions exist per Illinois State Statutes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency. Should an emergency arise, the City Manager shall advise the local President of the Union or the next highest officer of the Union of the nature of the emergency.

SECTION 3.3 – AUTHORITY FOR APPOINTMENTS Authority to make appointments to all positions in the City's service, except those of City Clerk, Deputy City Clerk, City Treasurer, Deputy City Treasurer, Election Clerk, and uniformed personnel (except Chiefs of the Police and Fire Departments), is vested in the City Manager.

Before being given a permanent appointment, each employee shall undergo a thorough examination by a physician designated by the City, and no one shall be employed unless the examining physician certifies that he or she is physically able to perform the essential functions required by his or her position.

ARTICLE IV - NON-DISCRIMINATION

SECTION 4.1 – EMPLOYMENT POLICY Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, handicap, age or sex.

SECTION 4.2 – EMPLOYEE DISCRIMINATION Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become, or not become, members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

SECTION 4.3 – RESPONSIBILITY OF UNION The Union recognizes its responsibility as bargaining agent.

SECTION 4.4 – HIRING PRACTICE Only one person from a family shall be employed as a permanent employee by the City in the same department or in any City employment so that they

would be working in close proximity on a regular day-to-day basis. For this purpose, a member of a family is defined as a mother, father, step-parent, brother, sister, son and daughter. Employees hired February 5, 1962 or prior by the City shall not be affected by this section.

SECTION 4.5 – GENDER Wherever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE V - GRIEVANCE

SECTION 5.1 – DEFINITION A grievance shall be defined as a dispute arising between the parties concerning a violation or alleged violation of this Agreement.

SECTION 5.2 – TIME LIMIT A grievance must be filed within ten (10) business days of its occurrence.

SECTION 5.3 – PROCEDURE

STEP ONE An employee having a grievance shall meet with his immediate supervisor. The supervisor shall give the employee an oral answer within three (3) business days after such presentation.

STEP TWO If the grievance is not settled in Step One and the employee and Union wish to advance the grievance to Step Two, it shall be referred in writing to the employee's immediate supervisor within seven (7) calendar days after the supervisor's oral answer in Step One and shall be signed by the aggrieved employee and the Union Steward when applicable. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the City is alleged to have violated and the relief requested. Within seven (7) calendar days of the receipt of the written grievance, the City shall schedule a meeting with the aggrieved employee, his immediate supervisor, the department or division head and the Union Steward. If no settlement is reached, the department head shall provide the employee a written answer within seven (7) calendar days following their meeting.

STEP THREE If the grievance is not settled in Step Two and the employee and Union wish to appeal the grievance to Step Three, it shall be referred in writing to the City Manager within seven (7) calendar days after the City's answer in Step Two and shall be signed by the aggrieved employee, and the Union Steward and/or the Union Representative, when applicable. Within seven (7) calendar days of receipt, the City shall schedule a meeting with the employee, the department head, Human Resource Coordinator, City Manager and two Union representatives. If no settlement is reached, the City Manager or his representative shall give the City's written decision to the aggrieved employee within ten (10) business days following their meeting.

SECTION 5.4 – BINDING ARBITRATION

A. **FILING** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) business days after the receipt of the Step Three response. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt by the Employer of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within such five (5) days, they shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators with the appropriate experience and background. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, then the other party shall strike the second, the first party shall strike the third name, the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place subject to the reasonable availability of the Employer and the Union representatives. All arbitration hearings shall be held in the City of Galesburg, Illinois unless the parties mutually agree otherwise.

B. **ARBITRATOR'S AUTHORITY** The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. 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. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit his written decision within thirty (30) days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning and/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.

C. **ARBITRATOR'S DECISION** The decision of the arbitrator may be enforced, at the instance of either party or of the arbitrator, in the Circuit Court for Knox County, Illinois. The commencement of a new fiscal year after the initiation of arbitration procedures under this Agreement, but before the arbitrator's decision or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or the authority of the arbitrator or the Circuit Court or the decision of either. The arbitrator's decision shall be reviewable by the Circuit Court as set forth in the Illinois Uniform Arbitration Act, Chapter 10, Illinois Revised Statutes. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

D. **FAILURE TO PROCESS IN A TIMELY MANNER** If a grievance is not appealed to the next step within the time limits set forth or during a mutually-agreed written extension, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. The time limits set forth throughout the procedure shall be in effect

except as to those grievances involving the department's action in the case of a disciplinary suspension, discharge or layoff from work, when the grievance shall be filed by the end of the next business day after the employee or the Union knows of the action. Time limits for the processing of any grievance may be extended at any time by the written mutual agreement of the parties.

A case of discharge which by its nature is not capable of being settled at the preliminary step of the grievance procedure may, by mutual agreement of the parties, be filed at Step Three of the grievance procedure of this contract. Those involved are identified in Section 5.3.

E. ARBITRATION COSTS The fee and expenses for the arbitrator's services shall be borne equally by the Employer and by the Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript, however, the cost of the arbitrator's copy shall be borne equally by the parties.

SECTION 5.5 – COMPENSATION Two Union representatives shall be allowed time off from duty with pay to investigate and process grievances. Such time shall not exceed one hour per step except in the case of extenuating circumstances. Two Union representatives will be allowed access to any and all City work sites for the purpose of investigating and processing grievances.

ARTICLE VI - NO STRIKE AND NO LOCKOUT

SECTION 6.1A – NO STRIKE During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slow-down, work stoppage, strike or any other interference with the work or statutory functions or obligations of the Employer. Nothing in this section would preclude the Union from establishing an informational picket.

SECTION 6.1B – NO LOCKOUT During the term of this Agreement, neither the Employer nor its agents, for any reason, shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

SECTION 6.2 – UNION RESPONSIBILITY In the event of a violation of Section 6.1 of this Article, the Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating Section 6.1 to return to work.

SECTION 6.3 – PENALTY The Employer may discharge or discipline any employee who violates Section 6.1 and any employee who fails to carry out his responsibilities under Section 6.2 and the Union will not resort to the grievance procedure on such employees' behalf. The Union agrees that the Employer has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some or all of the employees participating therein.

SECTION 6.4 – MANAGEMENT RESPONSIBILITY Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this article.

ARTICLE VII - HOURS OF WORK AND OVERTIME

SECTION 7.1 – NO GUARANTEE This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. If the City of Galesburg determines that, in its sole judgment, it is necessary to reduce work hours or days per week, the City shall notify the Union of its intention and allow the Union a two week period in which it may meet with the City Manager to discuss the City's intention and offer any alternative options including any other cost savings options that the Union wants the City to consider. At the end of that two week period, however, the City may implement its plan, or modification of its plan, with or without Union agreement. The City shall give any affected employees two weeks notification of any reductions.

SECTION 7.2 – NORMAL WORKWEEK/WORKDAY Except as provided elsewhere in this Agreement, the normal workweek shall consist of forty (40) hours per departmental calendar week and such additional time as may, from time to time, be required. The normal workweek shall consist of five (5) eight-hour workdays in a seven-day period.

SECTION 7.3 – OVERTIME Time and one-half the employee's regular rate of pay will be paid for all authorized time worked as verified by the employee's supervisor in excess of forty (40) hours in any one departmental calendar week, or in excess of eight (8) hours in any one day when such time is required to be worked by the City. The City shall compute overtime compensation on base pay, longevity pay and schooling pay. Overtime will be paid in the same pay period in which it is earned.

Employees shall have the option to receive pay or bank compensatory hours for all overtime earned within the pay period. Employees may elect one of the following methods of payment for overtime - payment, banking of hours or a combination of payment and banking.

Employees will be allowed to accrue up to two hundred (200) hours of compensatory time. After an employee reaches an accumulation of two hundred (200) hours, he will be paid for all overtime worked in excess of the two hundred (200) hours.

Employees may carry over two hundred (200) hours of compensatory time to the next fiscal year. Employees may be paid for up to eighty (80) hours accumulated time on the books the first pay period following October 31. Any overtime in excess of the two hundred (200) hours as of December 31 of each year shall be deposited into the employee's RHSP account.

At termination of employment with the City for any reason, the employee will be paid for all unused compensatory time at the current rate of pay.

SECTION 7.4 – EMERGENCY SNOW PICKUP In the case of emergency snow picking up, the City shall pay an employee time and one-half for work performed after 5:00 p.m. and before 8:00 a.m. on weekdays.

SECTION 7.5 – CALL-BACK PAY Any employee who is called back on his vacation or regular day off or time off, including holidays, will receive a minimum of two (2) hours' pay.

SECTION 7.6 – STANDBY PAY An employee in the bargaining unit shall receive one hundred twenty dollars (\$120) per week for each seven-day period an employee is scheduled for standby. The City reserves the right to schedule an employee's standby and to make changes in the standby schedule. Such schedule will be regularly posted with employees being allowed to change such standby status with a three-day advance notice. Where such standby is changed, the assigned employee shall be responsible for finding his replacement and notifying the respective division superintendent and the Public Safety Building contact of such change. If no replacement in the division is found, then the assigned employee must standby for that week. This standby pay shall be in addition to any overtime pay.

SECTION 7.7 – ESSENTIAL OVERTIME When it is essential, overtime work will be rotated among all bargaining unit employees within their division so far as is practical.

SECTION 7.8 – REST PERIODS All employees shall receive a fifteen (15) minute rest period during each four (4) hour period. The rest period shall be granted by the supervisor as he deems appropriate. During work beyond the normal eight (8) hour day, employees shall receive their breaks in the same intervals as described above.

SECTION 7.9A – MEAL PERIODS All employees shall be granted a twenty (20) minute, thirty (30) minute, or sixty (60) minute non-paid meal period during each eight (8) hour work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift except where such scheduling would be disruptive.

Communications Dispatcher/Clerk I, Communications Dispatcher Clerk II, Telephone Systems Operator and Water Pumpers shall be granted a paid 20-minute lunch period during each 8-hour work shift.

SECTION 7.9B – MEALS ON OVERTIME It is the policy of the City to furnish meals to employees required to work overtime during emergencies when, at the discretion of the department or division head, it would be more advantageous for the employee not to be released from work for meals.

SECTION 7.10 – TIME-TRADING Communications Dispatcher/Clerk I, Communications Dispatcher Clerk II, Telephone Systems Operator and Water Pumpers (Maintenance Worker) working swing shifts may trade time with other employees of the same classification in the same division subject to the following conditions:

- a) The trading of time is done voluntarily by the employees and not at the request of the Employer.
- b) The trade is not made for reasons related to the Employer's business operations but is due to the employee's desire or need to attend to a personal matter.
- c) The Employer maintains records of all time traded by employees.
- d) The time is traded and paid back within a twelve (12) month period. (Time cannot be paid but actually worked back.)
- e) The minimum number of hours traded equals one (1) hour.
- f) The time trade must be in writing on the request form.
- g) All trading is subject to the approval of the supervisor.

h) Time trading shall be limited to ninety-six (96) hours per year.

ARTICLE VIII - SAFETY

SECTION 8.1 – COMPLIANCE WITH LAWS The City agrees to comply with all State and Federal laws applicable to its operations concerning the safety of its employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City.

SECTION 8.2 – UNSAFE CONDITION If an employee has justifiable reason to believe that his safety is in danger due to an alleged unsafe working condition or alleged unsafe equipment, he must inform his supervisor and may inform the appropriate Union official. Serious disputes may necessitate the decision of the division head. Allegations of an unsafe working condition or equipment will not be applicable unless substantiated in writing as to date, time and witnesses involved. The requirement that a prompt resolution to safety disputes is of utmost concern to the City of Galesburg.

SECTION 8.3 – LABOR-MANAGEMENT MEETINGS Representatives of the Union, not to exceed three (3) in number, and the City shall meet bi-monthly at mutually-agreed-upon times to discuss matters of mutual concern. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. If a written agenda cannot be developed, then no meeting will be held.

SECTION 8.4 – DRUG AND ALCOHOL ABUSE POLICY The City has enacted a Drug and Alcohol Abuse Policy. A copy is on file with the City Manager. The parties agree, however, that:

1. The City agrees not to discipline an employee who refuses to be called back for overtime if the employee refuses because he has been drinking; and
2. The City agrees to pay an employee while an employee waits to be tested provided, however, the employee must remain at the workplace.

ARTICLE IX - SENIORITY

SECTION 9.1 – DEFINITION Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service since the date of hire with the City in a position covered by this Agreement.

SECTION 9.2 – APPLICATION OF SENIORITY In the application of seniority and ability in promotions or the filling of permanent openings in classifications or layoff and recall, seniority shall be the determining factor when, among employees involved, as determined by the City, the qualifications, skill and ability to perform the work is relatively equal, subject to employee's right to file a grievance concerning the determination that they are not qualified.

SECTION 9.3 – TERMINATION OF SENIORITY Seniority and employment relationship shall be terminated when an employee (a) quits, (b) retires or is retired, (c) is laid off for a period in excess of three years, or (d) is discharged. The parties agree the following reasons, among others, constitutes

cause for discharge when an employee (1) is absent for three consecutive work days without notifying the City, (2) is laid off and fails to notify the City Manager's Office of his intention to return within seven days after receiving notice of recall or who fails to return at the designated time, or (3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

SECTION 9.4 – PROBATIONARY PERIOD - NEW EMPLOYEES All new employees shall be considered probationary employees until they complete a probationary period of one (1) year. The employee shall be eligible after ninety (90) days to be a member of the Union. The Union shall not grieve any matter relating to the probationary employee's work performance. The probationary period is to be used to test further the ability of the employee to perform the required duties of the position successfully. If the employee fails to meet the required standards of performance, he is to be dismissed.

SECTION 9.5 – PROBATIONARY PERIOD - PROMOTED OR LATERALLY TRANSFERRED EMPLOYEES A probationary period of nine (9) months shall be served by an employee who has been promoted or laterally transferred to a bargaining unit position covered by this Agreement after having successfully completed a probationary period in another position covered by this Agreement. If an employee promoted or laterally transferred from one position to another position fails to satisfactorily complete the probationary period in the new position because of inability to perform the duties and responsibilities in that position, he is to be restored to his previous position with commensurate pay.

SECTION 9.6 – SENIORITY ROSTER The City shall maintain a seniority roster noting the date of hire and current classification for each bargaining unit employee. The Union shall be provided with a copy of the seniority roster quarterly. Any objection to the seniority roster as provided shall be reported in writing to the Personnel Department within fifteen (15) work days of the date of deliverance of the seniority roster or the roster shall stand approved as given. The Union Secretary shall be given a copy of the salary ordinance whenever a change is made to it.

SECTION 9.7 – TRANSFERS The City has initiated a procedure using a Request for Transfer form to identify those permanent employees who desire transfers to other department or divisions. Such request forms for transfers shall expire on December 31 of the year in which they were submitted and must be renewed by the employee if he still desires to be and has not been transferred. The term "transfer" as used in this Agreement shall mean the reassignment of any employee to a position classification of the same pay range with similar duties and responsibilities.

In the case of a transfer, a condition of such transfer is that in order to be eligible for transfer, the employee must have the qualifications for the job to which he is changing. Experience in his present job will be evaluated when transferring to a similar type of position. In no case shall bumping occur because of a transfer. The transferred employee shall continue to retain all of his current benefits.

Requests for transfer must be for reasons other than the elimination of jobs. Any employee who is transferred must successfully complete a six month probationary period before being permanently appointed to the new or related position classification of the same pay range. Transfers shall be approved by the receiving division or department head.

SECTION 9.8 – SAME DAY HIRES Seniority shall be computed from the date of appointment. In the event of a layoff, if more than one person was hired on the same day, then that person possessing the greatest ability and skill in the City's viewpoint shall be retained. If two employees are hired on the same day, a lottery drawing conducted by a representative of both the City and the Union shall determine the involved employee's seniority ranking.

SECTION 9.9 – LAYOFF AND RECALL The City, at its discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: a) seasonal employees, b) temporary employees, c) any and all part-time employees, d) probationary employees in their original probationary period. In the event of further reductions in force, employees will be laid off from their affected classification in accordance with their (1) seniority as defined in Section 9.1 and (2) their skill and ability to perform the remaining work available without further training as determined by the City. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee with the least seniority will be laid off first. Such notice shall be provided at a minimum of forty-five (45) days prior to the anticipated date of layoff.

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled without further training. If an employee is recalled to a lower-rated job classification, the employee shall have the right to refuse the recall and to await recall for his past position for a period of up to one year after their right to refuse has been exercised.

Employees who are eligible for recall shall be given five (5) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee notify the City Manager's office of his intention to return within two (2) days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City Manager's Office with his latest mailing address.

SECTION 9.10 – RESIGNATIONS In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks' notice in writing of his intention to resign.

SECTION 9.11 – SENIORITY CONVERSION Permanent part-time employees will accrue seniority at the rate of 75 percent from the date of employment, until such time they may be appointed to a permanent full-time position.

ARTICLE X - FILLING OF VACANCIES

SECTION 10.1 – PERMANENT VACANCY For the purpose of this article, a permanent vacancy is created when the City determines to increase the work force and to fill a new position or when any of the following personnel transactions takes place in the bargaining unit and the City determines to replace the previous incumbent: retirements, resignations, terminations, promotions or demotions.

SECTION 10.2 – POSTING Notice of permanent bargaining unit vacancies shall be posted on all of the City bulletin boards at City Hall, Park Division, Water Division, Street Division, Recreation Division, Public Safety Building (2) and Central Garage for five (5) work days. Such notice shall state the position, the classification, and the range of pay for the job.

SECTION 10.3 – FILLING OF VACANCIES Any bargaining unit employee may apply for a vacancy. The City will post vacancies for internal consideration first. The City may, however, fill the vacancy from outside the bargaining unit, as the City deems appropriate, if the outside applicant possesses superior skill and ability, as reasonably determined by the City.

ARTICLE XI - EMPLOYEE DISCIPLINE

SECTION 11.1 – EMPLOYEE DISCIPLINE The City agrees with the tenets of progressive and corrective discipline. The City may discipline or discharge an employee for just cause. The guiding principle used by the City in imposing or awarding discipline is to provide the employee with notice of areas of improvement and to encourage the employee's effort to make such improvement. If an employee's conduct falls below a desirable standard, he shall be subject to disciplinary action. Disciplinary action may take any of the following forms depending on the severity of the offense:

- a) Oral reprimand (with written notation in the personnel file).
- b) Written reprimand.
- c) Suspension (maximum thirty (30) calendar days) without pay.
- d) Dismissal.

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. In any event, the actual date upon which discipline commences may not exceed forty-five (45) days. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct.

If within one (1) year after imposition of an oral reprimand or within two and a half (2½) years after imposition of a written reprimand, there is no intervening discipline for the same cause, the oral or written reprimand shall be removed from an employee's personnel file.

If an employee is suspended or discharged by the City, upon written request by the employee or Union President, with written consent of the employee, a disciplinary meeting may be held to discuss the discipline and the reasons thereof. This request shall be submitted in writing to the City Manager one business day following the suspension or discharge. The employee may have one Union Representative present at this meeting.

If an employee wishes to challenge any notice of discipline, the grievance procedure contained in this Agreement shall be the exclusive remedy to make such challenge.

This listing is not intended to include all possible items. Some general things an employee may be disciplined for are:

1. Substance abuse.
2. Failure to follow orders of a supervisor.
3. Conviction of a felony.
4. Failure to report to work at the proper place and time.
5. Being habitually tardy or absent.
6. Conduct unbecoming an employee.
7. Negligence that involves injury or property loss.
8. Failure to perform assigned work in an efficient manner.
9. Intentional destruction of City property.
10. Personal use of City property.

ARTICLE XII - PERSONNEL FILES

SECTION 12.1 – PERSONNEL FILES The City shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee. Supervisors' files shall contain job related information only. Such files shall be confidential.

SECTION 12.2 – INSPECTION Upon appropriate written request to the City Manager's Office, an employee may inspect his personnel file subject to the following within seven (7) working days: inspection shall occur during normal working hours at a time and in a manner mutually acceptable to the employee and the City. Employees shall be limited to two such requests per year.

SECTION 12.3 – NOTIFICATION Employees shall be notified when a formal written warning is placed in their personnel file. A copy of the warning will be supplied to the respective employee.

SECTION 12.4 – REBUTTALS An employee may file a written rebuttal in his personnel file concerning any material in the file.

ARTICLE XIII - HOLIDAYS

SECTION 13.1 – HOLIDAYS The following are paid holidays for eligible employees: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. For the purpose of this article, if one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday; and if one of the above holidays falls on Sunday, it shall be observed on the following Monday. Also, eligible employees will receive "one-half day" (four hours) for Christmas Eve if Christmas Eve falls on Monday, Tuesday, Wednesday, or Thursday of the week.

SECTION 13.2 – HOLIDAY PAY For each such holiday, when not worked, an eligible employee may receive up to a maximum of eight (8) hours' pay at his regular straight time hourly rate. This provision shall not affect any bargaining unit member who is given time off in lieu of holidays due to his regularly-scheduled work. He will be paid for that holiday in the work cycle in which he actually takes that holiday off.

SECTION 13.3 – HOLIDAYS DURING VACATION When a holiday falls within an eligible employee's approved vacation, he shall receive one (1) extra day added to his vacation time, with the prior approval of the supervisor.

SECTION 13.4 – PERSONAL DAYS Permanent employees shall receive credit for four (4) paid days off annually on January 1 for personal reasons. These personal days must be scheduled a minimum of one (1) working day before the day is taken off with the employee's immediate supervisor. If an employee arrives on duty and manpower permits, he may take that day as his personal day without prior scheduling; and, in any event, each personal day is subject to scheduling availability. Personal days shall not be carried over nor subject to compensation. New employees will be posted with pro-rated personal leave hours in the amount of 1.23 hours per bi-weekly pay period remaining from the date of hire to the upcoming fiscal year.

ARTICLE XIV - VACATIONS

SECTION 14.1 – ELIGIBILITY FOR VACATION All permanent employees covered by this agreement shall accrue paid vacation leave as follows:

- a) Zero (0) years through the sixth (6) year (72 months) of continuous employment, the accrual shall equal eighty (80) hours per year.
- b) Beginning the seventh (7) year, (73 months) and through the thirteenth (13) year (156 months) of continuous employment, the accrual shall equal one hundred twenty (120) hours per year.
- c) Beginning the fourteenth (14) year (157 months) and through the twenty-first (21) year (252 months) of continuous employment, the accrual shall equal one hundred sixty (160) hours per year.
- d) Beginning the twenty-second (22) year (253 months) of continuous employment, the accrual shall equal two hundred (200) hours per year.

Bi-weekly accrual rates shall be determined by dividing the above hours by twenty-six (26). Any fractional day of vacation leave accrual existing at termination of an employee shall be rounded to the next full hour.

SECTION 14.2 – ELIGIBILITY REQUIREMENTS In order to be eligible for a full vacation under Section 14.1, an employee must have full-time status and have been employed more than one year.

SECTION 14.3 – VACATION SCHEDULING Vacations shall be granted at the time requested by an employee on the basis of their seniority. In the event of a conflict over vacation choice, the more senior employee shall have preference in their choice of vacation period for their initial pick. The final right to designate the vacation period is exclusively reserved by the City. Up to forty (40) hours of vacation leave, per fiscal year, may be taken in a one (1) hour increment, or multiples thereof, as scheduling allows and upon approval by the immediate supervisor. Each bargaining unit employee who receives vacation time in lieu of the holiday provision may take their vacation leave with pay consecutively subject to scheduling availability.

Those employees affected by the above provision will receive an extra ten (10) calendar days of vacation in lieu of Sections 13.1 and 13.2. Those employees receiving vacation time in lieu of holidays will accrue holiday hours as they occur and these will be posted immediately after the holiday. Scheduled vacations of non-bargaining unit employees shall not affect current divisional policies limiting the number of employees off on vacation at any one time.

SECTION 14.4 – ACCUMULATION A total of two hundred forty (240) working hours of earned vacation may be carried forward to the next fiscal year. Vacations shall be taken during the year allowed and shall not accumulate except as provided herein, or upon written permission of the Department Head. Each respective Department Head will, in turn, inform the City Manager's Office in writing of the employee's request to carry over vacation by the end of the fiscal year.

SECTION 14.5 – SEPARATION Upon termination, each covered employee shall be paid for all earned vacation.

SECTION 14.6 – VACATION SELL BACK An Employee shall be allowed to receive payment for all accumulated and/or earned vacation time during the employee's last three months of employment once an employee gives notice that the employee intends to retire under the Rules and Regulations of IMRF.

ARTICLE XV - LEAVES

SECTION 15.1 – GENERAL LEAVE OF ABSENCE The City Manager may, at his discretion, grant a leave of absence to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave including whether or not the leave is to be paid. Department heads may recommend vacation, injury and/or sick leave with pay. Such leaves of absence will be requested in writing and reviewed by the City Manager. During leaves of absence without pay, the seniority of the employee on leave shall remain frozen at the level of the last day of actual employment.

SECTION 15.2 – MILITARY LEAVE Military leave shall be granted in accordance with applicable law.

SECTION 15.3 – JURY DUTY LEAVE A permanent employee shall be granted a leave of absence with pay if called for jury duty. Since it is not the intention of the City that an employee receive more compensation for jury duty than he would if he were performing his normal duties, an amount equal to the jury duty may be deducted from his City pay. The employee shall request in writing that the Finance Department not deduct jury pay and then turn in the jury check to the City when received. Should a jury be dismissed and if an employee has three (3) hours or less remaining of his regular shift, then he will not be expected to return to work until the following day.

SECTION 15.4A – SICK LEAVE Permanent employees covered by this Agreement shall accumulate sick leave at the rate of eight (8) working hours per month to a maximum of two thousand one hundred sixty (2,160) hours. Additional hours over one thousand one-hundred twenty

(1,120) working hours will be used for IMRF service credit only. Bi-weekly accrual rate shall be determined by dividing the annual accumulation by 26.

SECTION 15.4B – SHOW-UP TIME If an employee covered by this Agreement works a normal forty (40) hour work week and works the first two (2) hours in any one (1) day and leaves with permission on account of sickness but returns the following work day, he will not lose prior day from sick leave credit. Hours not actually worked will not be included in the calculation of overtime payments.

SECTION 15.4C – ELIGIBILITY FOR PAY In order to get sick leave with pay, each employee covered by this Agreement agrees to (1) report promptly to the department or division head the reason for his absence; (2) use sick leave only for sickness of the employee except for point 3 below and bear the burden of proof of such sickness if required by the City; and (3) a permanent employee may also use sick leave with pay for absences necessitated by illness, injury or exposure to contagious disease by a member of his immediate family. Immediate family is defined as mother, father, husband, wife, brother, brother-in-law, sister, sister-in-law, son, daughter, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, natural grandparents and grandchildren. Presence of the employee must be actually and immediately required for bona fide serious circumstances or emergencies and absence from duty shall not exceed the period of actual need.

SECTION 15.4D – CERTIFICATION If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to medical reasons. Any employee who is sick for more than three (3) consecutive days may be required to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the employee's department or division head before the employee will be permitted to return to work.

SECTION 15.4E – SICK LEAVE PAYOUT All employees covered by this Agreement electing to retire under the provisions of any of the City pension funds because of length of service, shall be entitled to receive payment in the amount of one-fourth of the sick leave he has on the official City records at the time of retirement, not to exceed 280 hours (25 percent multiplied by 1,120 accumulated hours), to be paid at the actual hourly rate of pay. This applies to retirement only and it does not involve separation from City service for any other cause or disability leave.

SECTION 15.4F – WELLNESS SCREENING PROGRAM Employees will be given one day's pay if the employee participates in the City's sponsored Wellness Screening Program. On-site health screening will be provided to employees on designated dates on an annual basis.

SECTION 15.5A – FAMILY AND MEDICAL LEAVE ACT The parties agree that the city may adopt such policies as may be necessary or appropriate to implement the Family Medical Leave Act of 1993 (FMLA). No such policy shall be deemed to violate this agreement if it is either mandated or legally permitted by the FMLA. The parties agree that employees who are on pregnancy leave will continue to accrue seniority, sick leave, vacation and employment credits while on pay status with the City, that is, using paid time-off, including sick leave, vacation or any other paid time-off that an employee may be allowed to use under this agreement.

SECTION 15.5B – ELIGIBILITY FOR PAID LEAVE To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known and thereafter furnish to the City a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work together with a written application for such leave. Thereafter, during such leave, the employee shall be required to furnish a current report from the attending doctor at the end of every sixty (60) day interval.

SECTION 15.5C – WORKER'S COMPENSATION If an employee is injured while performing his assigned duties, he shall be eligible for paid injury leave not to exceed a total of one hundred eighty-three (183) calendar days for any one injury or accident and the applicable leave accruals during that time.. He shall be compensated in an amount equal to the salary rate he was making at the time of the accident based on the salary ordinance. Should the employee remain on workers compensation beyond the 183 calendar days, the applicable leave accruals including personal days will be discontinued until said employee returns to work full-time. Seniority, however, will continue to accrue and the City shall continue payment for the employee's health insurance as well as the City's contribution toward dependent coverage.

All injuries must be reported in writing as soon as possible by the employee or his supervisor in order to be eligible for injury leave and also the worker's compensation benefits, as provided by the City. The employee shall be responsible for causing a report by the attending physician to be submitted to the Risk Management Office for the initial visit when the employee is examined by the attending physician and every 30 to 60 days thereafter. The Risk Management Office shall provide forms to the employee for this purpose.

Payments for worker's compensation benefits are not earnings subject to federal, state and FICA taxes. Any worker's compensation benefits are subject to IMRF Rules. The Finance Department shall pay for the injury leave in the following manner: (1) Each bi-weekly pay period which occurs during the period of paid injury leave, the employee will receive a check for worker's compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Industrial Commission of Illinois. (2) In addition, for each bi-weekly pay period of paid injury leave described above, the employee will receive an amount equal to the difference between the employee's regular bi-weekly salary and the amount paid as worker's compensation benefits per (1) above. The salary paid per this amount shall be subject to all applicable deductions and withholding for various taxes.

SECTION 15.6 – DISABILITY LEAVE If an employee becomes disabled either on or off the job and is disabled from performing his duty and if the disability persists for one month or more, the permanent employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund. Such disability shall be considered disability leave and such employee shall be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least two (2) competent licensed medical authorities that the employee will be permanently disabled, he may use all of his earned accrued benefits and thereafter, or prior to, he must apply for a disability pension upon the request of his department or division head to the City Manager.

An employee shall not accrue benefits while on temporary or permanent disability leave in excess of one hundred eighty-three (183) calendar days. Once a municipal employee has been on leave for thirty (30) months or more, he shall forfeit all seniority and status as a municipal employee except where Illinois State Statutes apply. No employee will be allowed to return to work without a written release from his attending physician. In the event a physician releases an employee to return to work and the employee fails to show for two (2) working days, then his status as a municipal employee shall be terminated.

SECTION 15.7 – BEREAVEMENT LEAVE In the event of death in an employee's immediate family, an employee shall be permitted to use sick leave for a period of three (3) scheduled working days. An employee's immediate family is defined as mother, father, husband, wife, brother, brother-in-law, sister, sister-in-law, son, daughter, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, natural grandparents and grandchildren.

SECTION 15.8 – BENEFITS WHILE ON LEAVE Seniority, sick leave, vacation and employment credits shall not accrue when an employee is on leave without pay, on disability leave or pregnancy leave or on injury leave in excess of one hundred eighty-three (183) days. Sick leave, disability leave and injury leave are not to be taken concurrently, only one (1) of the three (3) types may be taken at any one time. Any employee covered by this Agreement in violation of Article VI of this Agreement will automatically forfeit any and all covered benefits that they may enjoy. Unless otherwise stated in this article, an employee returned from leave will have his seniority continued after the period of the leave. Upon the return of an injury leave of absence, the City will place the employee in his previous job.

ARTICLE XVI - WAGES

SECTION 16.1 – GENERAL All employees shall be paid by direct deposit. The bi-weekly base salary for bargaining unit members shall be increased as follows from its current level:

1. 3.25% commencing January 1, 2009 – December 31, 2009
2. 3.25% commencing January 1, 2010 – December 31, 2010
3. 3.25% commencing January 1, 2011 – December 31, 2011

The official pay plan for the City consists of a schedule showing established bi-weekly pay ranges and the titles of classes of positions which are to be compensated within each pay range. The City Council determines the pay plan in the form of a Salary Ordinance and amends the plan by ordinance from time to time. The official pay plan for the City may be found in the City Manager's office. The official schedule of ranges represents full-time compensation in each class of position. Permanent full-time employees shall receive holidays, vacation leave, sick leave, seniority benefits as well as health and dental insurance when applicable. These benefits will be accrued and paid in proportion to the work schedule and provided they meet the minimum weekly work hours established by the insurance carrier where applicable.

SECTION 16.2 – NEW EMPLOYEES The normal beginning rate for a new employee will be the minimum rate in the established range for the class of position. However, the City Manager may, in

special cases, authorize initial appointment above the minimum. Increments within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. Ordinarily, employees progress from Step "A" to Step "B" at the end of one year's service, then annually thereafter until the last step in the pay range has been reached. Employees hired prior to April 1, 1993 may progress through six steps with five percent increments between steps. Employees hired on or after April 1, 1993 may progress through eleven steps with two and a half percent increments between steps. In the event that a salary adjustment is withheld, then the City will notify the Union of such action. When step increases are awarded, all employees hired prior to April 1, 1990, will receive step increases on April 1 of each fiscal year; all employees hired after March 31, 1990 will receive step increases on their anniversary date.

SECTION 16.3 – MERIT INCREASES The City may grant or fail to grant such merit pay increases as it solely deems appropriate based upon employee performance. Non-merit factors such as Union activity, race, color, or creed may not be considered by the City in granting such increases.

SECTION 16.4 – LONGEVITY After five (5) continuous years of service, each employee hired prior to April 1, 1993, covered by this Agreement, shall have the following amounts added to his base wages:

- Upon 5 years' service - increase base pay by 2%
- Upon 10 years' service - increase base pay by 4%
- Upon 15 years' service - increase base pay by 6%
- Upon 20 years' service - increase base pay by 8%
- Upon 25 years' service - increase base pay by 10%

After ten (10) continuous years of service, each employee hired on or after April 1, 1993 covered by this Agreement, shall have the following amounts added to his base wages:

- Upon 10 years' service - increase base pay by 2%
- Upon 15 years' service - increase base pay by 4%
- Upon 20 years' service - increase base pay by 6%
- Upon 25 years' service - increase base pay by 8%
- Upon 30 years' service - increase base pay by 10%

Base pay shall be the bi-weekly salary from the official pay plan for which the employee is eligible excluding any other pay adjustment or compensation provided in the contract.

SECTION 16.5A – APPROVED COLLEGE WORK The City shall provide an incentive for full-time employees covered by this Agreement to obtain a level of education beyond that of a high school diploma and the minimum requirements for the position held by the employee. A proposed curriculum must be approved by the City prior to the start of classes by the employee to be eligible for the education incentive pay. Employees shall be reimbursed by the City \$150 per six (6) months for the cost of tuition fees and books for approved courses.

The education incentive pay will be applicable for the completion of the first- and second-year Associate Degree of college work at an accredited institution and maintenance of an aggregate grade point average of 2.0 on a scale of 4.0.

SECTION 16.5B – COMPENSATION City employees' base pay will be increased by 5 percent for completion of college work approved by both the City Manager and the accredited institution

involved for the equivalent of one academic year of work above and beyond the minimum requirements for the position held by the employee. The employee's salary will be increased by an additional 5 percent of base pay for the completion of a second academic year. A transcript of subjects from the college stating the employee has met the requirements must be submitted to the employee's department head before the pay increase will be approved.

SECTION 16.6 – SEVERANCE PAY A permanent employee electing to retire under the provisions of any City pension fund because of length of service shall be entitled to severance pay equal to two (2) weeks actual salary at the time of retirement. This applies to retirement only where City employees have attained twenty (20) years or more of service with the City of Galesburg and/or also would meet the age requirement of fifty-five (55) years of age established by the Illinois Municipal Retirement Fund. This is a one-time only benefit and credit will not be given for part-time or temporary service unless hired on a permanent basis without a lapse in employment. The City will compute severance pay on actual wages rather than base wages.

SECTION 16.7 – PAYROLL DEDUCTIONS If the employee so desires, the Finance Department may make certain deductions from his check. Among these are savings and payments to the Credit Union, United Way contributions, additional withholding tax, etc. All deductions must be requested in writing, dated and signed by the employee. All employees covered by this contract are eligible to participate in the Flexible Benefits, Section 125 plan.

SECTION 16.8 – TRAINING STIPEND Effective January 1, 2009, and continuing thereafter for the term of the Agreement, employees will be paid a stipend equal to .5 percent (one half percent) of annual base salary for participation in annual required training activities as designated by the City Administration. The stipend shall be paid in proportional amounts each pay period and shall not be considered part of base salary for overtime and pension purposes.

ARTICLE XVII - INSURANCE

SECTION 17.1 – GROUP HOSPITALIZATION AND MAJOR MEDICAL For employees covered by this Agreement, group health and accident insurance is available from a company selected by the City Manager. A plan which provides certain basic benefits and comprehensive major medical benefits to age sixty-five (65) is available to permanent full-time employees and their dependents, and retired employees and their dependents. A plan which provides benefits supplemental to Parts A and B of Medicare is available to the aforementioned persons upon the attainment of age sixty-five (65). The plan of insurance available to the employees and their dependents, whether the employee is an active full-time employee or a retired employee, is dictated by the age of the persons involved.

Health insurance continuation benefits will be offered at group rates to certain eligible employees and beneficiaries whose coverage would otherwise have terminated. Former employees and beneficiaries will pay the premium and must notify the City of their intention to continue the coverage within sixty (60) days beginning on the date that coverage would have terminated under the group health plan. Details of these benefits are further explained in the health insurance handbook.

Employees who have been placed on temporary or permanent disability by the Illinois Municipal Retirement Fund, on pregnancy leave, or who are on leave in excess of the injury leave period may remain on the City's major medical plan at the employee's cost until age sixty-five (65).

SECTION 17.2 – PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS Each insurance month begins on the first day of the calendar month. Employees under this contract will be eligible for the group insurance on the first day of the insurance month next following the date that the employee commences to work. If the employee does not enroll all eligible dependents upon the first instance of eligibility for the insurance, the insurance company may require evidence of insurability at the time of any future requests for enrollment. An eligible dependent shall include the insured employee's spouse, and unmarried dependent children as per the current City insurance carrier specifications.

During the term of this Agreement, employees covered by this Agreement will contribute the following monthly amounts toward the premium cost of group health insurance under the City's plan: \$40 for single employee coverage, \$130 employee-plus-one coverage and \$285 for family coverage. Also during the term of the agreement, modifications of plan benefits, including but not limited to changes in coverages, deductibles, co-pays and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency. The fact of any such modification shall not be grievable by the union, nor shall the City be required to make changes applicable only to AFSCME employees in the City wide insurance plan. The City will pay the total premium for the employee only for Medicare insurance and for the supplement to Medicare insurance when an employee attains age sixty-five (65) but has not yet retired.

SECTION 17.3 – EMPLOYEES ON DISABILITY OR INJURY LEAVE Subject to the City's contract with the insurance carrier, an employee on disability leave may remain in the group insurance plan including major medical, but the employee must pay the employee insurance premium and the dependent's insurance premium. In addition, it must be understood that should the City terminate the insurance contract with the current insurance carrier and contract with another insurance carrier, the insurance for the employee shall cease in accordance with the terms of the extended benefits provided by the current insurance carrier, and the employee will not be eligible for insurance with the new insurance carrier until he returns to work on a full-time basis. The aforementioned is a standard contractual condition over which the City has no control.

An employee on injury leave may remain in the group insurance plan and the City will continue to pay the employee's insurance premium. However, the same conditions relating to termination of insurance and re-eligibility for insurance specified for employees on disability leave must also prevail in the case of the employee on injury leave.

SECTION 17.4 – RETIRED EMPLOYEES AND DEPENDENTS An employee who is under age sixty-five (65) but retired from the City's service as a result of becoming eligible to retire because of having served the required number of years and having reached the required age of retirement under the Illinois Municipal Retirement Fund may retain the same insurance plan he had as a City employee. The City will bear the cost of the total premium for the employee only insurance to age sixty-five (65). Should the employee choose to pay for dependent coverage, the dependent must have been a part of the City's health plan for the 3 years prior to the employee's retirement date, with

the exception of those employees retiring before March 31 of 2008. Further, should any employee under the age of fifty-five (55) opt for retirement after twenty (20) years or more of service with the City of Galesburg and who also meets the service requirements for pension benefits under the provisions of the Illinois Municipal Retirement Fund, then that employee may remain in the City's health insurance plan at his own expense to age sixty-five (65). If any insured person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage as described in the first paragraph of Section 17.1. Any insured person who attains the age of sixty-five (65), be it the retired employee or a dependent, immediately becomes eligible for the supplement to Medicare insurance and all other insurance is terminated in regard to that person.

SECTION 17.5 – UNION AND MANAGEMENT LIABILITY The failure of any insurance carrier to provide any benefit for which it has contracted shall neither result in no liability to the City or to the Union, nor shall such failure be considered a breach by the City or Union of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

SECTION 17.6 – RIGHT OF CONSULTATION A difference between an employee (or his beneficiary) and the insurance carrier(s) shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate a representative who will be reasonably available for consultation with claimant employees so that a full explanation may be given with respect to the basis of disposition of claims and so that claimants may be assisted in receiving all the benefits to which they are entitled under the terms and conditions of any contract or policy issued by the carrier.

SECTION 17.7 – INSURANCE COMMITTEE One member of AFSCME Local #1173 shall be allowed to sit in on all Insurance Committee meetings. This will be a non-voting position, however, and said employee will be allowed to give his advice regarding proposed changes in the coverage of City employees. Further, the City shall give proper notice to all members of the Insurance Committee at least two (2) days prior to said meeting.

SECTION 17.8 – GROUP DENTAL PLAN For employees covered by this Agreement, group dental insurance is available from a company selected by the City Manager. A plan which provides certain benefits to age sixty-five (65) is available to permanent full-time employees and their dependents. The City will pay the employee's premium.

SECTION 17.9 – OPT-OUT-RIGHT Any employee who is employed and covered by this agreement as of the date of ratification by both parties shall have the right to opt out of (waive) the City's obligation to pay the cost of retiree health insurance benefits as provided in Section 17.4. In consideration of such a waiver, the employee shall be entitled to the retirement health insurance benefits provided under the Retiree Health Savings Plan (RHSP) set forth in Article XX; and the City will make an initial contribution to the employee's RHSP of \$1,000 per year of service, not to exceed \$15,000. Such waiver rights shall be exercisable during open enrollment periods established at least annually by the City. Once an employee exercises his right to waive the premium payment

obligations of the City under Section 17.4, he shall be covered by the provisions of Article XX and, while retaining any statutory right that he may have to remain in the group covered by City health insurance, shall no longer be eligible for City-paid health insurance premiums as provided Section 17.4. Such opt-out election shall be irrevocable.

ARTICLE XVIII - PENSIONS

SECTION 18.1 – PENSIONS During the term of this Agreement, employees shall continue to participate in the Illinois Municipal Retirement Fund in accordance with and subject to the provisions of the Statutes of the State of Illinois now applicable or as they may hereafter be amended.

ARTICLE XIX - RESIDENCY

SECTION 19.1 – REQUIREMENT All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within a radius of twenty (20) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement, from Galesburg City Hall. This residency requirement shall be construed to mean actual “in fact” living and residing within the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration date of such employee's probationary period if the employee is to be continued in the City's service.

SECTION 19.2 – CHANGES INCORPORATED INTO AGREEMENT In the event the City elects to change the residency requirements which are currently applicable to all personnel employed by the City, or they are changed for employees in another City bargaining unit as a result of binding arbitration, any such change shall likewise be applicable to all employees covered by this Agreement, but only to the extent that the residency requirements are relaxed.

ARTICLE XX - RETIREE HEALTH SAVINGS PLAN

SECTION 20.1- ESTABLISHMENT The City has established a Retiree Health Savings Plan (RHSP) through the ICMA Retirement Corporation (“ICMA-RC”). The City’s participation in the RHSP shall be in accordance with the terms and conditions of the RHSP participation agreement.

SECTION 20.2 - REGULAR CONTRIBUTIONS: NEW EMPLOYEES AND OPT-OUT EMPLOYEES Employees who are hired after the date of ratification of this Agreement by both parties (“new employees”) and those current employees who elect irrevocably to opt out of (waive) the City’s obligation to pay health insurance premiums for them upon retirement, as provided in Section 17.9 (“opt-out employees”), shall be entitled to retiree health insurance by means of their participation of the RHSP but shall not be eligible for City-paid health insurance premiums upon retirement as provided by Section 17.9. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January (“the contribution date”) during each year of this Agreement remaining after the date of ratification of the Agreement by both parties, or upon the successful conclusion of an employee’s probationary period, if later, \$1,000 plus .25

percent (one-quarter of one percent) of annual salary as of the contribution date to the employee's Retiree Health Savings Plan account maintained by ICMA-RC.

ARTICLE XXI – DRUG AND ALCOHOL POLICY

The parties agree to the drug and alcohol policy as set forth in Appendix C which is attached hereto, and incorporated by reference.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

SECTION 22.1 – ACCEPTANCE OF GIFTS No gift or favors shall be accepted by a City employee which has been given because of his employment with the City of Galesburg.

SECTION 22.2 – DEFAULT ON INSURANCE PREMIUMS All insurance premiums which are the sole responsibility of any current or retired employee due the City must be submitted on a timely basis. Unless previous arrangements are made and approved by the City, failure to pay such premiums may result in termination of coverage without liability to the City.

SECTION 22.3 – DRIVERS LICENSE Employees designated by the City shall be required as a condition of continued employment to obtain and maintain a valid driver's license, as required by law, to operate City vehicles as required for each particular job classification. The City agrees to provide equipment and up to four (4) hours training on work time to assist employees in obtaining their drivers license. Employees will be allowed to take the above referenced drivers test during working hours at a time specified by the City. The City agrees to pay the employee a \$5 reimbursement, on a one-time basis, for an upgrade of his license but this does not include renewals.

SECTION 22.4A – SERVICE OF NOTICES Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

President, AFSCME Local #1173
Galesburg, Illinois 61401

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

City Manager
55 West Tompkins Street
Galesburg, Illinois 61401

SECTION 22.4B – EMPLOYEE NOTICE TO EMPLOYER Employees shall notify their supervisor within seventy-two (72) hours or the next working day, whichever occurs sooner, of any changes in his address or telephone number. The supervisor will inform the City Manager's office in writing immediately of any such transaction in order to update the central personnel records.

SECTION 22.4C – UNION NOTICE TO EMPLOYER The Union agrees to annually furnish the City a list of officers and positions held and to immediately notify the City of any changes thereto.

Such notices shall be delivered in writing to the City Manager's office following any and all elections.

SECTION 22.5 – ORDERLY OPERATIONS The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operation of the City.

SECTION 22.6 – OUTSIDE EMPLOYMENT Permanent City employees may not carry on concurrently with City employment any private business, undertaking or employment which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government.

SECTION 22.7 – PERSONAL USE OF CITY PROPERTY The use of City property for personal use is prohibited.

SECTION 22.8 – PHYSICAL FITNESS It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his job. Whenever a department or division head feels that the physical condition of an employee is endangering his own health or the safety of his fellow workers, the employee may be requested to submit to a medical examination by a physician without expense to the employee which shall only be for the purpose of determining his physical condition relative to City employment.

SECTION 22.9 – POLITICAL ACTIVITY No person holding a position with the City of Galesburg shall use any official authority or influence to coerce the political action of any person or body or to influence any election.

Nothing in this section shall be construed to prohibit or prevent any person from:

- a) Becoming or continuing to be a member of a political club or organization.
- b) Attending political meetings.
- c) Enjoying entire freedom from all interference in casting his or her vote.
- d) Expressing privately his or her opinion on any political question.

SECTION 22.10 – PRINTING OF THE AGREEMENT The City agrees to print a sufficient number of contracts for the bargaining unit employees and to furnish the Union with three (3) copies.

SECTION 22.11 – RETROACTIVITY All current and retired employees covered by this Agreement who are still on the active payroll as of the retroactive date immediately following ratification of this Agreement by both parties may receive a retroactive payment computed on the difference between the new base rate of pay effective the beginning of said payroll and the rates prior to ratification.

SECTION 22.12 – TELEPHONE All employees shall be required, as a condition of continued employment, to obtain and maintain an operating telephone in their place of residence.

SECTION 22.13 – CODE OF ETHICS The Union agrees that the Code of Ethics contained in the Personnel Rules is applicable to all bargaining unit members.

SECTION 22.14 – REQUIRED PRESCRIPTION GLASSES The City agrees to reimburse any employee \$100 on any one set of prescription safety glasses upon proof of purchase of same to the City. This is limited to one set per employee.

ARTICLE XXIII - SAVINGS CLAUSE

If any provision to this Agreement of 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 by the State of Illinois or the United States of America, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provisions.

ARTICLE XXIV - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral unless expressly stated in the Agreement.

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

ARTICLE XXV - AMENDMENTS

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties and they shall constitute a part of this Agreement.

ARTICLE XXVI - TERMINATION

SECTION 26.1 – EFFECTIVE DATE This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31st) day of December, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given,

negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

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

APPENDIX A

REQUEST FOR TRANSFER

I hereby request a transfer to the following department/division in accordance with all applicable provisions of this Agreement. This request shall expire on December 31st following the date signed.

Position

Print Name

Department

Signature

Date

cc: Department Head
Personnel File

APPENDIX B

SIDE LETTER LANGUAGE

Notwithstanding the provisions of Section 14.4, the City agrees that through December 31, 2010, a total of two hundred eighty (280) working hours of earned vacation may be carried forward to the next fiscal year. The assurance contained in this Side Letter Agreement expires as of 11:59 p.m., on December 31, 2011.

APPENDIX C

SIDE LETTER LANGUAGE

Section C.1. GENERAL POLICY REGARDING DRUGS AND ALCOHOL

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

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

The City of Galesburg and its various operating departments have the responsibility to provide a safe work environment. In addition, they have a paramount interest in protecting the public by ensuring that their employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of alcohol substances by City employees is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section C.2. DEFINITIONS

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

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

- B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

Section C.3. PROHIBITIONS

Employees shall be prohibited from:

- A. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Controlled Substances Act) at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, and vehicles and the employee's personal vehicle while engaged in City business.
- B. Using, selling, purchasing or delivery of any proscribed drug during the workday or when off duty.
- C. Being under the influence of alcohol or proscribed drugs during the course of the workday.
- D. Failing to report to the Benefits Coordinator any known adverse side effects of medication or prescription drugs which they are taking.
- E. Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section C.4. ADMINISTRATION OF TESTS

The City may require an employee to submit immediately to breathalyzer and/or urine tests if the City determines there is reasonable suspicion for such testing. If an employee is required to undergo such testing based on reasonable suspicion, the City will provide the employee with the basis for such reasonable suspicion in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test.

The City may use breathalyzer tests as well as urine tests for alcohol testing. For drug/alcohol tests, the City shall use D.O.T. laboratories and shall have a supervisor accompany the employee being tested to the testing facility. The testing facility shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive result shall not be submitted to the City unless a confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the

employer from the list maintained by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Within two (2) working days after the test is administered, the employee may request a meeting with his department head. At any such meeting, the employee may raise issues relating to the testing, including the basis for reasonable suspicion.

The employee shall also have a one-time only option at this meeting to admit to a drug/alcohol problem and to seek assistance from the City's Employee Assistance Program ("EAP"). If the employee invokes this option, the test results shall not be made available to the City.

Except where the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the results of any positive tests shall be made available to the City. If an employee tests positive for the use of a proscribed drug, the City may take such action as the City in its discretion deems appropriate, up to and including discharge but also including demotion or reassignment. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, and/or if the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the employee shall be required to enter and successfully complete the EAP, during which time the employee may be required to submit to random testing (no more than 6 times in the first 12 months, and no more than two years following the original positive test) with the understanding that if the employee again tests positive the City may take such action as the City in its discretion deems appropriate, up to and including discharge. The City in any event retains the right to take such action as the City in its discretion deems appropriate if an employee engages in conduct prohibited by Section C.3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Section C.5. VOLUNTARY REQUESTS FOR ASSISTANCE

Except where there is imminent danger to the life of an employee or others and except where the employee has invoked the one-time only option to admit to the problem and to seek the assistance provided in Section C.4 above, the administrator of the City's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the City's EAP. Seeking confidential assistance from the City's EAP shall not be grounds for disciplinary action; however, the seeking of such confidentiality assistance also shall not insulate an employee from the consequences of engaging in conduct prohibited by Section C.3.

Section C.6. EXPUNGEMENT

If an employee is ordered to take a drug or alcohol test pursuant to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the employee's personnel records.

In witness whereof the parties hereto have set their hands this 23rd day of July, 2016.

CITY OF GALESBURG

LOCAL #1173, COUNCIL 31
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES



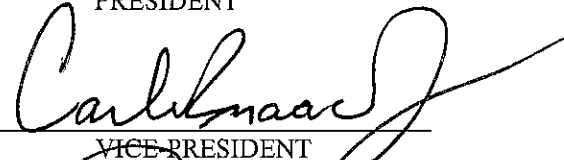
CITY MANAGER



PRESIDENT

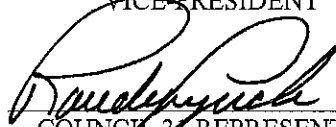


WITNESS



VICE-PRESIDENT

COUNCIL 31 REPRESENTATIVE



COUNCIL 31 REPRESENTATIVE

