
**MEMORANDUM OF AGREEMENT (“MOA”)
by and between The City of Galesburg (“City”) and
AFSCME Local 1173 / District Council 31 (“Union”)**

1. The City and the Union are parties to a Collective Bargaining Agreement, dated June 3, 2024 through December 31, 2026 (“CBA”). This MOA will become effective as of the date the MOA is signed by both the City and the Union and approved by the City’s corporate authorities (“Effective Date”). All other provisions of the CBA shall remain in full force and effect except as set forth in this MOA.

2. The City and the Union previously agreed to engage in midterm negotiations, not to begin before June 1, 2024, and agreed to bargain over the potential of transitioning Communications Dispatcher/Clerk IIs (“PSB Dispatchers”) to twelve-hour shifts, updating certain pay classifications, and clarifying the application of paid time off as satisfaction of the Illinois Paid Leave for All Workers Act (“PLAWA”).

3. The Union previously advanced grievances (the “Emergency Snow Pickup Grievances”), initially dated February 25, 2025 and filed by Steve Erickson, Jack Erickson, Paul Adams, Rich Neal, Ryan Brackett, Josh Derry, Jeff Markley, C. Fones, Z. Parmenter, J. Novak, J. Blakewell, Leif Erickson, and C. Simmons (collectively, the “Streets / Parks and Recreation Grievants”), to arbitration under Section 5.4 of the CBA. The City and Union previously agreed to hold the Emergency Snow Pickup Grievances in abeyance while the parties attempted to resolve said grievances.

4. The Union also previously filed grievances (the “Water Department Grievances”), initially dated January 27, 2025 and filed by Jeff Devena, Jesse Thornton, Derrick Chick, George Brown, and Jeffrey Mackey (collectively, the “Streets / Parks and Recreation Grievants”). The City issued a Step 3 Response to the Water Department Grievances; however, the Union did not advance the Water Department Grievances to arbitration under Section 5.4 of the CBA.

5. After bargaining over the above-said items, the City and Union have agreed to this MOA to resolve all outstanding CBA issues between the City and Union and all outstanding issues related to the above-described grievances.

IS IT HEREBY AGREED AS FOLLOWS:

A. Twelve-Hour Shifts

1. Effective January 1, 2026, the City will implement a 12-hour work schedule, commonly referred to as a “Pittman Schedule,” substantially as depicted in Attachment A, which is attached and incorporated herein.

2. The City and Union agree that the City has only agreed to implement the above said 12-hour work schedule for PSB Dispatchers for a period of eight (8) months, expiring August 29, 2026 (the "Trial Period"). Upon the expiration of the Trial Period, the City may choose, in its sole discretion, to return to 8-hour shifts, continue 12-hour shifts, or implement a hybrid schedule. The City agrees to provide at least fourteen (14) days' written notice prior to changing from the 12-hour work schedule upon completion of the Trial Period and said notice may be provided prior to the completion of the Trial Period. Upon said written notice, ~~if any~~, the City and Union agree to meet to bargain over the effects of said change (e.g. shift staffing / scheduling). Notwithstanding the foregoing, the City and Union agree to meet to discuss the 12-hour works schedule, and any potential changes thereto, after six (6) months of the Trial Period. Regardless of whether the CBA has expired pursuant to its terms or whether any negotiations have commenced on a successor collective bargaining agreement between the City and the Union, the City may may choose to return to 8-hour shifts, continue 12-hour shifts, or implement a hybrid schedule, as permitted by this Paragraph.

3. The City shall have the right to amend the schedule depicted in Attachment A, as it deems necessary in its sole discretion, and to provide affected employee's fourteen (14) days' notice of such changes, unless said notice is impracticable or is not otherwise required by the CBA; provided, however, that the City shall make good faith efforts during the Trial Period to implement the 12-hour work schedule. The City reserves the right to staff the platoons set forth in Attachment A as it deems appropriate and in the best interests of the City.

4. During the Trial Period, an employee in the position of Communications Dispatcher/Clerk II assigned to the Dispatch Room will receive twenty dollars (\$20) for each twenty-four (24) hour period they are on designated standby. This Paragraph 4 only applies to employees in the position of Communications Dispatcher/Clerk II assigned to the Dispatch Room, and Section 7.6 of the CBA shall not apply to said employees. The twenty-four (24) hour period shall be 7:00 p.m. – 6:59 p.m. or 7:00 a.m. – 6:59 a.m., depending on the employee's regularly assigned shift. This standby pay shall be in addition to any overtime pay. An employee on standby status must remain within the residency limit established in Article XIX of this Agreement and must be able to respond to a call-in within thirty (30) minutes of having received the call. The City reserves the right to schedule an employee's standby and to make changes in the standby schedule, as well as the above-defined twenty-four (24) hour period, regardless of any Pre-Planned Standby Schedule or Emergency Standby List. The standby schedule for the employees may consist of a Pre-Planned Standby Schedule and an Emergency Standby List, which may be implemented as follows:

- (a) The Pre-Planned Standby Schedule will be completed on a monthly basis where each platoon will pre-plan volunteered standby dates for each platoon member throughout the entire oncoming month regardless of the determined need, or knowledge of the need for a standby employee for those dates.
- (b) The Pre-Planned Standby Schedule will be filled starting with the most-senior employee on each platoon picking a date for volunteer standby and will continue in order of seniority (highest to lowest). This will continue for two rounds (of the complete

roster picking volunteer standby dates), and each employee will pick to voluntarily be available for standby on at least one "weekend date" (Friday, Saturday, or Sunday) after the two rounds of choosing.

- (c) If a third round of volunteer picks are needed to fill the Pre-Planned Standby Schedule for the oncoming month, then the third round will start in reverse senior order (lowest to highest).
- (d) The Emergency Standby List will be a separate standby list that refers to emergency standby status designation that was not already scheduled by the Pre-Planned Standby Schedule.
- (e) If there are no volunteers for the emergency standby, then an employee will be assigned to standby status by the Chief or their designee based on the Emergency Standby List. The employee with the least amount of seniority for each platoon will begin the list with the subsequent employees on each respective list being listed in seniority order (lowest to highest).
- (f) Once an employee is designated to standby status from the Emergency Standby List, said employee will then move to the bottom of the list. Any employee who volunteers and works an Emergency Standby shift will be moved to the bottom of the Emergency Standby List.

5. Effective upon the full execution of this MOA, the following provisions of the CBA are amended in their entirety to state set forth below in this subsection. The parties will cooperate to execute an amended CBA incorporating the provisions of this subsection.

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. For employees assigned to the position of Communications Dispatcher/Clerk II, assigned to work in the dispatch room, and who are assigned to a twelve (12) hour work shift, their work period shall be fourteen (14) calendar days and shall consist of eighty-four (84) hours of regularly scheduled work, and such additional time as may, from time to time, be required. Time worked shall be defined as all time in pay status.

SECTION 7.3 – OVERTIME

Subject to the provisions of Section 7.3A, 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, provided that daily overtime is not required to be paid when the work schedule is adjusted by mutual agreement of the City and an employee to provide for workdays in excess of eight (8) hours in the context of a forty (40) hour week. For hours worked in excess of sixteen (16) hours in a 24-hour period, employees shall be paid double time. The City shall compute overtime compensation on base

pay, longevity pay, and schooling pay educational incentive pay. Overtime pay 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~~ Notwithstanding the foregoing, employees assigned as Communications Dispatcher/Clerk II's and assigned to the Dispatch Room do not have the option to bank compensatory hours for regularly scheduled work, and they shall be paid for all regularly scheduled overtime hours worked within the pay period.

Employees, except for those assigned as a Communications Dispatcher/Clerk II as set forth below, may accrue a maximum of two hundred and forty (240) hours of compensatory time and may carry a balance forward to the next fiscal year. Employees assigned as a Communications Dispatcher/Clerk II's and assigned to the Dispatch Room may accrue a maximum of one hundred and sixty (160) hours of compensatory time and may carry a balance forward to the next fiscal year.

Employees may be paid for accumulated compensatory time at any time by submitting the appropriately coded hours on their timesheets. After an employee reaches an accumulation of two hundred and forty (240) ~~hours, or one hundred and sixty (160) hours (as applicable),~~ the employee will be paid for all overtime worked in excess of the ~~two hundred and forty (240) hours~~ maximum allowed for their position. 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 7.8 – 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 the supervisor deems appropriate. During work beyond the normal eight (8) hour or twelve (12) 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. Communications Dispatcher/Clerk II's shall be granted a paid 30-minute lunch period during each twelve (12) hour work shift.

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: The trading of time is done voluntarily by the employees and not at the request of the Employer. 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. The Employer maintains records of all time traded by employees. The time is traded and paid back within a twelve (12) month period. (Time cannot be paid but actually worked back.) The minimum number of hours traded equals one (1) hour. The time trade must be in writing on the request form. All trading is subject to the approval of the supervisor. Time trading shall be limited to ninety-six (96) hours per year. No employee shall work more than sixteen (16) hours straight for the purposes of time trading.

SECTION 13.4 – PERSONAL DAYS

Permanent employees shall receive credit for ~~four (4)~~ thirty-two (32) hours of 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, the employee may take that day as their personal day without prior scheduling; and, in any event, each personal day is subject to scheduling availability. Personal days shall not be carried over from one calendar year to the next and may not be exchanged for cash payment. 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.

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 thirty-minute increments, as scheduling allows and upon approval by the immediate supervisor.

Bargaining unit employees assigned to Police Communications will receive an extra ~~eleven (11) calendar days~~ eighty-eight (88) hours of vacation in lieu of Sections 13.1 and 13.2. Those employees receiving vacation time in lieu of holidays may take up to forty-eight (48) hours of vacation leave per fiscal year in one (1) hour increments or multiples thereof, and will accrue holiday hours as they occur, posted immediately after the holiday. Scheduled vacations of nonbargaining unit employees shall not affect current divisional policies limiting the number of employees off on vacation at any one time.

SECTION 15.7 – BEREAVEMENT LEAVE

The City will provide employees with bereavement leave as required by Illinois law via a combination of paid leave and unpaid 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)~~ twenty-four (24) hours scheduled ~~working days~~ time. Immediate family is defined as parent, step-parent, spouse, sibling, brother-in-law, sister-in-law, child, step-child, parent-in-law, son-in-law, daughter-in-law, grandparent and grandchild and aunt or uncle. The word "spouse" shall include a civil union partner and domestic partner, and all "in-law" categories shall include equivalent relationships effected by means of a civil union.

If Illinois law requires bereavement leave in addition to any paid days provided, the City shall provide the difference between statutorily required days and any paid days as unpaid leave. At the employee's discretion, the employee may use any bank of accrued paid time off to be paid for any bereavement leave required by statute which the City provides as unpaid leave.

SECTION 15.9 – WELLNESS INCENTIVE

To incent employees to obtain annual physicals and wellness screenings an employee will receive: either (1) ~~one~~ an additional eight (8) hours additional personal ~~day~~ time or (2) be paid an amount equal to ~~one day's pay~~ eight (8) hours one time per calendar year when the employee provides the required proof that they have undergone an annual wellness physical examination as provided by the health plan wellness benefit. Employees will be reimbursed the cost of all expenses incurred for Hepatitis B and Tetanus shots.

The form for medical documentation may be taken to and completed by the attending provider. Once the employee submits the form to ~~the Benefits Coordinator~~ Human Resources the incentive pay will be paid on the next following payroll. An Explanation of Benefit (EOB) from the employee's health plan administrator showing wellness services received by the employee will also be an accepted form of proof of services. The incentive pay will not count as time worked in calculation for overtime pay.

SECTION 16.5 – 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 eighty (80) hours 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 meet the age requirement of fifty-five (55) years of age established by the Illinois Municipal Retirement Fund. This is a onetime 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 – DISPATCHER TRAINING PAY

A communications dispatcher who is a certified training dispatcher and who is working in that capacity by assignment of the Police Chief or their designee, shall receive two (2) hours of compensatory time, for each shift of assigned certified training dispatcher work.

B. Pay/Job Classification Changes

1. Effective upon the next pay period following the execution of this MOA, the following Union positions shall have their pay classifications amended as follows:

Position	Current Classification	Amended Classification
Transit Dispatcher	7A	9A
Water Meter Shop Foreman	18A	19A
Park Foreman	N/A	19A

2. Effective within thirty (30) days of the execution of this MOA, the position of Park Foreman will be created and filled with a current employee. The parties agree that the City is under no obligation to then fill any vacant position as a result of the said Park Foreman position being filled.

3. Effective within thirty (30) days of the execution of this MOA, the position of Heavy Equipment Operator (Oquawka) will be filled with a current employee. The parties agree that the City is under no obligation to then fill any vacant Maintenance Worker position as a result of the said Heavy Equipment Operator position being filled.

4. All other Union positions and pay classifications shall remain *status quo*.

5. The terms of this Section B shall expire contemporaneously with the expiration of the CBA, and said terms shall be subject to negotiation at that time.

C. Paid Leave for All Workers Act

1. On December 18, 2022, the City, pursuant to its home rule authority, adopted Ordinance No. 23-3719, which exempts the City from the requirements of the Illinois Paid Leave for All Workers Act. The ordinance adopted the City's paid leave policies for all employees.

2. For purposes of this MOA, the language in the CBA related to the Paid Leave for All Workers Act or paid leave shall remain *status quo*. The terms of this Section C(2) shall expire

contemporaneously with the expiration of the CBA, and said terms shall be subject to negotiation at that time.

D. Emergency Snow Pickup Grievances / Water Department Grievances

1. Within fourteen (14) days of the execution of this MOA, the City will pay the following amount of hours at one-half (1/2) their regular rate of pay to the following Streets / Parks and Recreation Grievants listed below:

J. Derry and J. Markley – 10 hours

C. Fones, Z. Parmenter, J. Novak, J. Blakewell, L. Erickson & C. Simmons – 5 hours

R. Brackett, R. Neal, P. Adams, J. Erickson – 1 hour

S. Erickson – 1.5 hours

2. Within fourteen (14) days of the execution of this MOA, the City will credit the following Water Department Grievants any hours of vacation or compensatory time used on January 22, 2025:

Jeff Devena

Jesse Thornton

Derrick Chick

George Brown

Jeffrey Mackey

3. In consideration of Sections D(1) and D(2) above, the Union agrees and acknowledges the following:

(a) Under Section 3.1 of the CBA, the City has numerous managerial rights, including but not limited to, the rights to:(a) to plan, direct, control and determine the operations or services to be conducted by employees of the City; (b) to determine the methods, means, and number of personnel needed to carry out the department's mission; (c) to relieve employees for legitimate reasons; (d) to schedule and assign work; and (e) to assign overtime.

(b) That the City's concern for the safety of its employees is a legitimate reason to relieve employees from duty, including whether the employee recently worked several hours before beginning their next regularly scheduled shift. In the event of such relief of duty, the relieved employee is not entitled to regular pay for any hours relieved. Nothing in this MOA precludes an employee from using personal days or vacation leave pursuant to the terms and conditions of the CBA.

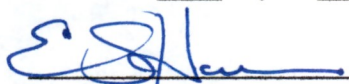
(c) To the extent the above provisions of this Section D(3) conflict with past practice, the terms and conditions of this MOA shall control and said past practices are hereby deemed withdrawn and waived. For the avoidance of doubt, the City is under no obligation to assign or require

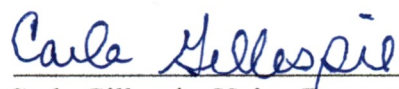
overtime or double time, despite any past practice of doing so, and employees are not guaranteed any overtime or double time.

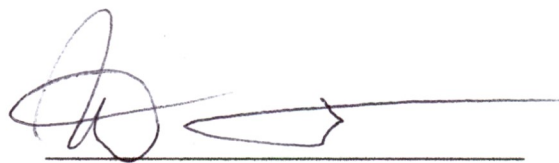
(d) The City's resolution of the Water Department Grievances as set forth in this MOA shall not be deemed precedential or relied upon by the Union as past practice, and the City is under no obligation to take any action in regards to the Water Department Grievances as they were not timely advanced to arbitration pursuant to the CBA. The City's resolution of the Emergency Snow Pickup Grievances as set forth in this MOA shall not be deemed precedential or relied upon by the Union as past practice.

(e) The Emergency Snow Pickup Grievances and Water Department Grievances are hereby withdrawn, and the Union agrees that neither it nor the Streets / Parks and Recreation Grievants or Water Department Grievants will take any further action in regards to the Emergency Snow Pickup Grievances and Water Department Grievances, including but not limited to further advancing said grievances to arbitration or taking any action before the Illinois Labor Relations Board, and any rights to arbitration are hereby waived. The Union agrees that it will notify the FMCS that the previously requested panel for the Emergency Snow Pickup Grievances is no longer necessary.

Dated this ____ day of _____, 2025.


Eric Hanson, City Manager


Carla Gillespie, Union Representative


Nate Thierry, Union President