

Collective Bargaining Agreement  
between  
City of Quincy and Adams County  
9-1-1 Communications System Governing Board  
and  
International Association of  
Machinists and Aerospace Workers District 9  
On Behalf of the 9-1-1 Telecommunicators  
May 1, 2010 - April 30, 2013

## TABLE OF CONTENTS

	<u>Preamble</u>	Page 3
Article I	<u>Recognition</u>	Page 3
Article II	<u>Management Rights</u>	Page 3
Article III	<u>Union Security</u>	Page 4
Article IV	<u>Dues Deduction</u>	Page 4
Article V	<u>Non-Discrimination</u>	Page 5
Article VI	<u>No Strike/No Lockout</u>	Page 5
Article VII	<u>Personnel Files</u>	Page 5
Article VIII	<u>Discipline and Discharge</u>	Page 6
Article IX	<u>Grievance Procedure</u>	Page 7
Article X	<u>Work Hours and Overtime</u>	Page 8
Article XI	<u>Sen./Layoff/Recall/Bid</u>	Page 9
Article XII	<u>Holidays</u>	Page 11
Article XIII	<u>Vacations</u>	Page 12
Article XIV	<u>Sick Leave</u>	Page 13
Article XV	<u>Bereavement Leave</u>	Page 14
Article XVI	<u>Leave Of Absence</u>	Page 14
Article XVII	<u>Military Leave</u>	Page 15
Article XVIII	<u>Personal Time</u>	Page 16
Article XIX	<u>Insurance</u>	Page 16
Article XX	<u>Miscellaneous Provisions</u>	Page 17
Article XXI	<u>Training/Travel</u>	Page 19
Article XXII	<u>Alcohol and Drug Use</u>	Page 20
Article XXIII	<u>Rates of Pay</u>	Page 21
Article XXIV	<u>I.A.M Pension</u>	Page 21
Article XXV	<u>Agreement/Savings Clause</u>	Page 22
Article XXVI	<u>Termination</u>	Page 23

## Preamble

This agreement is entered into by the City of Quincy and Adams County 9-1-1 Communications System Governing Board, hereinafter referred to as the “Employer”, and International Association of Machinist and Aerospace Workers District 9, hereinafter referred to as the “Union”, after engaging in collective bargaining pursuant to Public Act 83-1012 Illinois Public Labor Relations Act for the purpose of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolutions of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## Article I Recognition

### Section 1. Unit Description

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular full time employees included by the State Labor Relations Board in the 9-1-1 Center bargaining unit who are eligible employees within the meaning of the Illinois Public Labor Relations Act.

### Section 2. Non-Members

Bargaining unit work may be performed by persons who are not members of the bargaining unit when members of the bargaining unit are unavailable for such work. Management may perform bargaining unit work with probationary employees during training.

## Article II Management Rights

Subject to the provisions of this agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections of work to be performed therein; to determine the quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations to eliminate or relocate, and to maintain efficiency in the departments and to take such actions in an emergency as are appropriate is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this agreement.

## Article III Union Security

### Section 1. Stewards

The Employer recognizes the right of the Union to designate one (1) employee as Chief Steward, and one (1) employee as Assistant Steward to assume the duties of Chief Steward when the Chief Steward is not available. The stewards shall be identified, in writing, by the Union and the Employer.

### Section 2. Investigation

The Employer will agree to such arrangement as may be necessary for the Steward during working hours to process grievances, attend grievance meetings and arbitration hearings with no loss of wages.

Should the Union Steward be called in during hours other than his normal working hours he shall be compensated with straight time wages equal to the time required.

### Section 3. Access to Premises

The authorized business representative or authorized representative of I.A.M District 9 shall have reasonable access to the permanent facilities of the 9-1-1 Center after first notifying the Director of the purpose of the visit.

### Section 4. Seniority of Steward

The Chief Steward, for the purpose of lay-off, shall head the seniority list and shall not be displaced by other employees or discontinued as long as work is available, and is qualified to perform the work.

## Article IV Dues deduction

Upon receipt of a written assignment and authorization signed by the employee of a form furnished to the Employer by the Union, the Employer will deduct from the employee's pay the initiation, reinstatement fee M.N.P.L. donation, and monthly dues payable by the employee to the Union during the period set forth in said authorization. The deductions shall be divided equally into bi-monthly payments and deducted accordingly. The deductions shall be remitted to the Secretary – Treasurer of District 9 of the Union no later than the fifteenth day of the month following deduction. The Employer shall furnish the Secretary – Treasurer monthly a written record of those employees for whom deductions have been made and the amounts of deductions.

The Union shall advise the Employer of any change in dues of other approved deductions in writing at least fifteen (15) days prior to its effective date.

Employees 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 in accordance with the applicable Labor Relations Act.

The deduction procedure and remittance procedure shall be the same as in the Article.

Article V  
Non-discrimination

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap, sexual persuasion or other non-merit factors.

Section 2. Union Membership or Activity

Neither the Employer 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 3. Availability of Membership

The Union agrees that it will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are generally applicable to other members of the Union.

Article VI  
No Strike/No Lockout

Section 1. Strike and Lockout Prohibited

The Union will not authorize, aid, assist, support or condone any form of strike, slowdown, or stoppage of work during the term of this Agreement.

In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International Union or Local Union or any of their Officers or Agents, provided that, in the event such unauthorized action, the Union meets the following conditions: upon request by the Employer the Union shall immediately notify the Employer in writing that such action is unauthorized; the Union shall immediately direct its members in writing to return to work. The Employer has the right to discipline or discharge employees engaged in, participating in, or encouraging such action.

The Employer agrees that there will be no lockout during the duration of this agreement.

Article VII  
Personnel Files

Section 1. Inspection

Upon written request, an employee may inspect their personnel file a reasonable number of times. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file for a reasonable fee.

## Section 2. Employee Rights

If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement, which will be included in the file.

## Section 3. Union Representative

An employee may authorize the Union representative to inspect his personnel file, subject to the procedure set forth in Section 1 of this Article.

# Article VIII, Discipline and discharge

## Section 1. Definition

The Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action imposed against an employee shall include only the following:

- a. Written verbal warning;
- b. Written warning;
- c. Suspension without pay;
- d. Discharge

## Section 2. Limitation

The Employer's agreement to use progressive disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of any disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

## Section 3. Use of Prior Warnings

Any prior disciplinary action imposed against an employee shall not be considered in imposing a disciplinary penalty for a current offense when more than thirty-six (36) months have elapsed. Prior disciplinary actions may be considered after thirty-six (36) months when a subsequent grievance is submitted to arbitration.

## Section 4. Pre-disciplinary Meeting

Prior to notifying an employee of any disciplinary action other than written verbal and written reprimands, the Employer shall notify the Union Steward of the meeting and then the employee. The Employer at the meeting shall inform the employee of the reason of such disciplinary action, including witnesses and copies of pertinent documents. The Union and/or the employee will be given the opportunity to rebut such disciplinary action within twenty-four (24) hours of such meeting. Failure by the Union or Employer to rebut does not preclude either party the use of the grievance procedure should disciplinary action be instituted.

## Section 5. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has the right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a union representative.

## Article IX Grievance Procedure

### Section 1.

“A grievance is difference of opinion between the Employer and the Union or between Employer and an employee concerning the interpretation, application, or claimed violation of any of the provisions of this Agreement.” A grievance must be filed as soon as possible (within five (5) days after he or she knew or should have known) following the occurrence of the alleged cause for the grievance. Any grievance, which may arise, shall be settled in the following manner:

1. The aggrieved employee shall present any grievance verbally to his supervisor, and if he or she desires, he or she may be accompanied by his or her steward. The supervisor shall answer the grievance within two (2) days after having received the grievance.
2. If not settled in 1. The grievance shall be reduced to writing on forms furnished by the Employer, signed by the aggrieved employee and the steward, and shall be presented to the Director within three (3) days from the supervisor’s response.
3. The Director shall give a written reply within five (5) days.
4. If not settled in 3. the Employer shall be so notified within five (5) days and a meeting shall be scheduled between the Representatives of the Local or International Union, the Steward, the aggrieved employee, if requested and the Employer within ten (10) days. The Employer shall give a written reply within ten (10) days to the parties present at the meeting.
5. Should a satisfactory settlement not be effected by the parties, the grievance shall be submitted to arbitration within ten (10) days. The parties shall jointly request from the Federal Mediation and Conciliation Service a list of seven (7) names of available arbitrators. The parties shall alternately strike names until only one remains which remaining name shall be the arbitrator to be appointed. The parties will alternate striking the first names.

### Section 2. Arbitration

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this agreement. The arbitrator may consider and decide only the particular issue or issues presented to him by the 9-1-1 Center and the Union, and his decision must be based solely upon an interpretation of the provisions of this agreement. The arbitrator shall render decision not later than thirty (30) days from the receipt of the transcript if such is filed. Said transcript to be available not later than seven (7) days from the hearing. The arbitrator’s decision shall be final and binding on the parties. The expenses and salary, if any, shall be paid equally by the Employer and the Union.

### Section 3. Time Limitations

Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays, and holidays or any day observed as a holiday. Both parties may agree to mutually extend the time limits allotted to any step in the grievance or arbitration procedure, including discharge cases.

#### Section 4. Expired Time Limit

Should an answer not be given by either party within the specified time limits as spelled out, the grievance will be considered to have been settled.

#### Section 5. Discharges Cases

Discharge cases shall be taken up in the 4<sup>th</sup> step of the grievance procedure within three (3) working days from the date of discharge; otherwise any grievance pertaining to said discharge will be deemed to have been waived.

### Article X Hours of Work and Overtime

#### Section 1. Work week

The workweek will begin at first shift on Sunday and end at the conclusion of the final shift on the following Saturday.

#### Section 2. Work shifts

Each employee shall work eight (8) hours per shift, forty (40) hours per week.

Employees may trade schedule times as long as such time does not create overtime and the employee has prior approval from the Director.

#### Section 3. Breaks/Lunch

The employees will have a fifteen (15) minute break during the first four hours of their shift, a fifteen (15) minute break during the second four hours of their shift, and one thirty (30) minute lunch break during each eight (8) hour shift. These breaks are not to be taken together unless there are four non-probationary people working on that shift at the time the employee wishes to take the break.

The Employer and Union recognizes that, due to the nature of the mission, it is not always possible for its employees to receive rest periods and meal breaks; however, under normal conditions, every effort shall be made to allow these breaks. There will not be any extra compensation allowed for working through breaks. The Union agrees that any time an employee is on break for rest/lunch, the employee will be available to immediate recall to duty, should manpower requirements dictate such need.

#### Section 4. Overtime

Overtime shall be earned on all hours exceeding the eight-hour work shift, except when the employee makes a shift change. In such cases an employee will not be assigned to work more than forty (40) hours in that week without receiving overtime.

Overtime shall be compensated at one and one half (1½) times the hourly rate of pay.

Any pay received for Holidays, Vacation Time, Personal Time, and Sick Time shall be considered part of the forty (40) hour week for the purpose of computing overtime.

Overtime shall be offered equally among the employees in the 9-1-1 Center each calendar year except for additional duty overtime. Additional duty overtime will be posted for bid, will have specific duties defined, and be for a specific time period.

Article XI  
Seniority/Layoff/Recall/Bidding/Transfers

Section 1. Probationary Employees

All new Employees will serve a nine (9) month probationary period, during which the time the 9-1-1 Center may terminate the employee's service at its sole discretion. Upon completion of the probationary period, their seniority shall date from their original hire date.

Probationary employees will not work overtime during probationary period.

Probation may be extended by mutual agreement between the Union and the Employer.

Section 2. Seniority

An employee shall lose seniority, and the employee's name shall be removed from the seniority list, if:

- a. An employee quits;
- b. An employee is discharged for proper cause;
- c. An employee is absent for three (3) consecutive work days without notifying the Director or the Assistant Director of the 9-1-1 Center;
- d. An employee misrepresents information on the employment application as such misrepresentation is material to this person's employment;
- e. An employee gives a false reason for obtaining a leave of absence, does not present proof of necessity within a reasonable period of time, or does not report for work as scheduled upon termination of the employee's leave of absence without notifying the Director or the Assistant Director of the 9-1-1 Center;
- f. An employee fails to return to work within three (3) working days when an employee has been laid off and notified by the Director in writing by "certified mail, return receipt requested" to return to work, unless the employee presents an acceptable reason for failing to return at such time;
- g. An employee is laid off for eighteen (18) consecutive months;
- h. An employee fails to return to work at the end of a disciplinary suspension;
- i. An employee is absent due to illness or other physical disability for a period of twelve (12) months;
- j. An employee is absent because of a compensable industrial injury, his seniority shall not terminate until his absence extends beyond the period for which workman's compensation is paid to him.

Section 3. Seniority

Seniority shall govern and control in all cases of transfer, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation period. Management has the right to assign bargaining unit employees with less than two years experience evenly across all three shifts. Employees who will be involuntarily moved to another shift other than their shift preference to make room for an employee with less than 2 years experience will be governed by the following:

- a. Any involuntary transfer will start with the least senior employee on the shift affected for a period not to exceed 4 months at one given time. After the end of this 4-month period the next least senior employee on that shift will be transferred for a period not to exceed 4 months at a time, and the first employee affected will return to their original shift. Involuntary transfers by management may continue, if necessary, in this manner until the new employee reaches 2-years seniority.
- b. Employees subject to an involuntary transfer as a result of management assigning an employee with less than two years experience to that shift will be compensated in accordance with Article XXIII of this agreement.

#### Section 4. Bidding

When a new job opening is created or a vacancy exists within the bargaining unit, said job shall be posted for seven (7) days on the bulletin board.

Employees interested in bidding on such opening must sign a bid slip and give it to his/her union representative who will deposit said slip with the Director or his/her designated representative. An employee cannot withdraw his/her bid once it has been given to the union representative.

If no employee has bid on the vacancy, the 9-1-1 Center may give the vacancy to any employee with his/her consent; recall an employee who is on layoff; leave the vacancy open; hire a new employee; or fill the vacancy by assigning the least senior person.

A new employee shall not be hired until all employees on layoff are recalled.

#### Section 5. Layoffs

Layoffs will begin with the least senior employee. Employees bumped from any classification in accordance with these provisions shall exercise their seniority in the same manner in any classification.

#### Section 6. Temporary Transfers

Temporary transfers for a period not to exceed forty-five (45) days may be made by the 9-1-1 Center when employees are ill or absent from work or when work in another area requires additional help.

Employees temporarily transferred to work in a classification, which is compensated at a higher rate, shall receive the maximum rate of the classification for all time while transferred.

Employees temporarily transferred to work in a classification, which is compensated at a lower rate, shall receive his/her current rate of pay.

#### Section 7. Recall

Recall shall be by the most senior employee on lay-off.

Article XII  
Holidays and Holiday Pay

Section 1. Designated Holidays

The following twelve (12) days are designated holidays set by the 9-1-1 Governing Board:

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Thanksgiving Friday
12. Christmas Day

Section 2. Holiday Compensation

Each employee shall be compensated for each holiday by receiving eight (8) hours-banked Holiday time. Holiday time may be used in four (4) hour increments. Holiday time may be used to extend vacations or may be taken off in single work shift blocks, subject to the scheduling needs of the Director. All Holiday requests must be submitted in writing and normally only one person per shift will be granted Holiday or Vacation time off; a second person on a shift may be granted holiday or vacation time off, provided minimum staffing level for that shift is maintained without causing overtime and with the Director's approval. Holiday time may not be carried over to the following calendar year.

Christmas Holiday will begin on the first shift December 24, and end at the beginning of the final shift December 25. All employees who work that day will receive an additional straight time pay equal to the amount of hours worked.

Employees who schedule a holiday and are called into work will receive time and one half for those hours worked. In addition the employee shall take the day off at a later date with his regular pay.

Article XIII  
Vacations

Section 1.

Vacations are for rest and relaxation periods that may be used at the discretion of the employee with approval of the Director. Any conflicts related to requested vacation schedules shall be resolved by the Director and/or the Governing Board based upon seniority.

The following vacation periods shall be granted based upon the employee's anniversary date of employment:

Completion of years of continuous service	Earned vacation days
1	10
5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13	20

Vacation must be taken by December 31<sup>st</sup> of each year or lost.

Vacations will be scheduled by the beginning of each year based upon amount earned each year; however, it is earned based on each anniversary. Any changes must be requested in writing to the 9-1-1 Director at least seven days in advance of their scheduled vacation.

Employees terminating at their request during a calendar year shall be entitled for pro-rated vacation pay at the time of termination, provided at least two (2) weeks written notice is given to the Director of the 9-1-1 Center. Such pay shall be based on one-twelfth (1/12) of his eligible vacation for each full month's pay the employee received in the calendar year he or she terminates.

Probationary employees will not be eligible for vacation until they complete the probationary period.

Section 2.

The employee may request his or her vacation and five (5) days of holiday time together or in parts, as is most convenient to him or her but in no case can time be taken for less than eight (8) hours. All vacation requests must be submitted in writing and are subject to Director's approval. Normally only one person per shift will be granted holiday or vacation time off; a second person on a shift may be granted holiday or vacation time off, provided minimum staffing level for that shift is maintained without causing overtime and with the Director's approval. Where a recognized holiday occurs during an employee's vacation time, it shall not be counted against the vacation time. In case of conflicting dates among employees, seniority shall govern.

Article XIV  
Sick Leave

Section 1.

Beginning with the first complete month of employment, employees shall earn eight (8) hours of sick leave per month. The earned sick time may be accumulated to a maximum of four hundred eighty (480). Once an employee has accumulated hours sick time any hours in excess will be bought back annually at half rate of pay. For the start up, as of May 1, 1996 any employee with over four hundred eighty hours (480) will be grandfathered in at their current rate. Employees may use earned sick leave as follows:

- a. Apply toward early retirement in accordance with Public Act 84-112.
- b. Upon resigning, convert a maximum of sixty (60), eight (8) hour work shifts into cash.
- c. Any combination above.
- d. The amount of cash payment shall be furnished at one-half (1/2) of the current regular hourly wage and shall be subject to all federal and state deductions.

Section 2.

To be eligible for sick leave the employee must establish proof of sickness to the reasonable satisfaction of the employer, including a physician's approval to return to work if the employee has utilized sick leave for more than two (2) consecutive days. The employer retains the right to audit, monitor, and/or investigate sick leave usage. Any reasonable suspicion of abuse is grounds for corrective or disciplinary action.

Section 3.

Sick leave may be taken for personal illness, medical and dental appointments that cannot be scheduled during off duty time.

A person may use earned sick leave to care for/or attend to the needs of immediate family members. Immediate family is defined as mother, father, spouse, children, stepchildren, or legal guardian.

Section 4.

Any employee that uses sick leave shall notify the designated staff person at the 9-1-1 Center at least two (2) hours before they are to report to work, if possible, so that arrangements for a replacement can be made.

Section 5.

An employee shall be awarded one additional vacation day on January 1<sup>st</sup> of each year if no sick time was used in the proceeding calendar year.

Section 6.

If an employee requests sick leave and has zero accumulated sick time the employer may require the employee to utilize all remaining vacation, holiday, or personal time prior to consideration for granting the time off without pay. An employee who requests sick leave and has no sick, vacation, holiday, or personal time available is subject to investigation of sick leave abuse and disciplinary action.

## Article XV Bereavement Leave

Employees will be given up to five (5) days off with pay for time actually lost as a result of the death of his spouse, son, or daughter. Employees will be given up to three (3) days off with pay for time actually lost as a result of the death of either his father or step father or legal guardian, mother or step mother or legal guardian, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, a step son or step daughter. Time off shall be consecutively scheduled workdays and shall end the day of the funeral or the day after if travel is necessary. Leave will not be granted unless the employee actually attends the funeral of the deceased.

Employees will be given one (1) day off with pay to attend the funeral of a grandmother, grandfather, brother-in-law, sister-in-law, and or grandchildren.

The Director or the Assistant Director may request the employee to furnish proof of the relationship and/or of the death.

Should employees desire time off to attend funerals for other than the immediate family, the Director or Assistant Director will make every effort to accommodate such a request, within the limits of production requirements. Any time off granted for this purpose will be without pay.

## Article XVI Leave of Absence

### Section 1. General

An employee to whom a leave of absence has been granted shall not be entitled to return to work until the expiration of the leave, but the employer may avail itself of the employee's services upon the employee's request prior to such expiration, if it wishes.

No leave of absence which permits an employee to be gainfully employed elsewhere shall be granted under this article.

### Section 2. Personal Leave

A personal leave of absence, without pay, may be requested in writing to and must be submitted with the approval of the Director. If the request is granted, it must be granted in writing and may not exceed thirty (30) days.

In general, personal leave of absence are granted only in cases involving death or illness of the immediate family of the employee or the employee's spouse, or in the case of the marriage of the employee, or in cases which it is necessary for the employee to request a leave of absence for the purpose of settlement of an estate or a law suit. A personal leave of absence so granted may be extended by the Director with the approval of the employer.

An employee granted a leave of absence for personal reasons shall accumulate seniority during such absence.

### Section 3. Medical Leave

A medical leave of absence, utilizing the employee's available accrued time off and/or without pay, shall be requested in writing and shall be granted after such illness has been certified by a physician who recommends that such employee be placed on a leave of absence.

A medical leave of absence shall not exceed twelve (12) months. A medical leave of absence under this article is inclusive of any leave of absence taken by the employee under the Family & Medical Leave Act of 1993. Verification of a medical leave of absence shall be made by the employee to the Director at least every thirty (30) days during said absence. The employee's seniority shall accumulate during such leave.

During a medical leave of absence, the employee shall be required to utilize all available accrued time off (sick time, vacation, holiday and personal time) prior to utilization of time off without pay.

The employer may verify, by an impartial physician, such employee's request for leave of absence or ability to return to work. Such examination shall be paid for by the employer.

#### Section 4. Family Medical Leave

A Family & Medical Leave of Absence shall be subject to the provisions of the Family & Medical Leave Act of 1993 and applicable Illinois State Law. The employee's seniority shall accumulate during such leave.

### Article XVII Military leave

#### Section 1.

Military leave shall be in accordance with applicable law.

#### Section 2.

An employee who is a member of the National Guard or Reserve of the Armed Forces of the United States will be granted military leave for active duty call up and/or annual training sessions, provided that reasonable notice is given to the employer.

#### Section 3.

During active duty call up and/or annual training, the employer will provide that portion of the employee's salary not paid by the National Guard or Reserve.

## Article XVIII Personal Time

### Section 1.

Each employee shall be granted sixteen (16) hours off annually to be used for personal reasons with Director's approval.

### Section 2.

The Director shall be given prior notification by the employee when personal time is to be taken.

### Section 3.

Personal time is not cumulative from one calendar year to another. At the end of the calendar year, any unused personal time will be bought out at straight time.

### Section 4.

Personal time may be used in increments of two (2) hours or more.

## Article XIX Insurance

### Section 1.

All employees will be offered the City of Quincy's group insurance program the first of the month following the completion of first three (3) months of the employee's probationary period. If the employee elects and qualifies, the employer will pay the full cost of the employee coverage under the City of Quincy's group insurance.

### Section 2.

If the employee elects dependent coverage, and qualifies, then the employer will pay one-half (1/2) of the full cost of the dependent's coverage under the City of Quincy's group insurance. The employer will pay the full cost of eligible dependent insurance coverage for the month(s) that an employee is absent due to illness at least one-half (1/2) of the working days in that month and the employee has all his accrued benefit time used (i.e., the employee is on unpaid medical leave of absence) not to exceed (a) twelve (12) consecutive months; or (b) a total cumulative period of twelve (12) months in any eighteen (18) month period.

### Section 3.

The parties agree that the City of Quincy reserves the management right to change insurance carriers and/or the level of benefits upon sixty (60) days written notice to the Union. The City of Quincy will invite a union representative to participate in discussions with appropriate City of Quincy representatives prior to implementation of any changes in carriers or benefits, but the decision of the City of Quincy shall be determinative and final.

Article XX  
Miscellaneous Provisions

Section 1. Secondary Employment

Any Telecommunicator who works for a secondary employer will notify the Director, of the name of the Employer and the Employers telephone number.

Section 2. Reimbursements

Employees required to use their private auto as part of a work assignment and/or travel to training seminars and meetings shall be reimbursed at the rate of 30 cents per mile. Employees shall not be allowed travel allowance to or from the work place.

Conference/Seminar/Training meals will be covered by the employer. Training time will be paid at the appropriate rate; meals will be covered by the employer.

Out of town meal expense limitations (receipts required).

Breakfast:	\$ 7.00
Lunch:	\$10.00
Dinner:	\$18.00
Total maximum	\$35.00 per day, per claimant
Liquor:	Not reimbursable in any form
Tips:	Maximum 15% of total bill, excluding liquor

Section 3. Uniforms

Telecommunicators are required to wear uniform polo shirts while on duty. The employer will furnish up to five (5) uniform polo shirts per fiscal year.

The employee will provide trousers and shoes at his or her own expense.

Telecommunicators will clean and maintain the uniform polo shirts.

Section 4. Confidential Information

All personnel shall treat all information that they learn in the performance of their job as confidential. This applies to all information gained in the areas of Police, Fire, and Ambulance Service. Such information shall not be disbursed to anyone for whom it was not intended or who is not duly authorized to receive such information. This included any information gained from the LEADS/NCIC system.

No person shall divulge the contents of any criminal record to anyone except authorized Criminal Justice employees.

Telecommunicators shall not remove any official Police, Fire, or Ambulance reports, logs, record books, tapes, etc., that may be within the Center.

Telecommunicators shall not knowingly release any false information or information that may be misleading.

None of the above policies shall be construed by the Telecommunicators to keep him/her from affecting the normal and proper exchange of information needed among communication personnel on the performance of their duties.

Failure to comply with this policy is grounds for disciplinary action.

Section 5. Workers Comp - Job Injury and Leave for Work Related Illness.

All injuries sustained on the job should be reported to the 9-1-1 Director if possible within twenty-four (24) hours. An employee who suffers an on the job injury or who contracts an employment connected illness and as a result is unable to work shall be compensated by the employer with full pay up to the first three (3) calendar

days. If the absence continues such employee shall be permitted to utilize his/her accumulated sick leave if so desired.

Should the employee be compensated thereafter due to an award of the Illinois Industrial Commission or other applicable law, the employee shall remit the dollar amount received, if applicable, for the first three (3) days and the sick leave amount received. His/Her sick leave shall then be re-credited.

#### Section 6. Jury Duty

Employees will be allowed time off with regular pay to serve on jury duty. All payments received for jury duty must be turned over to the Director for deposit in the 9-1-1 account; except for jury income from jury time when not assigned to work.

#### Section 7. Court Appearance

Attendance at a court or quasi-judicial hearing, as required by subpoena or notice to appear, that is directly job related is an official duty assignment and the Director shall be notified of said duty.

Permission to omit this duty must be obtained from the Judge or attorney handling the case, or other competent court official. Once an employee is served with a subpoena or notice to appear, it will remain in effect until canceled by a competent court official.

Employees shall make every effort to keep themselves informed of the status of their court cases and to be available to give court testimony as required.

Failure of an employee to comply with a subpoena or notice to appear may be cause for disciplinary action.

When employees are required to appear in court, and where said appearance is related to their duties as a 9-1-1 Telecommunicator they shall be compensated with overtime pay at 1 ½ time their hourly rate, if said appearance is made during off duty time.

When employees are required to appear in court for reasons other than work related, the required time off must be approved by the Director and the employee shall utilize appropriate time off such as personal time and/or time off without pay.

#### Section 8. Union Bulletin Board

The Employer will furnish a bulletin board for the 9-1-1 Center to be used for posting notices of Union meetings, Union elections, Union appointments, results of elections, and Union social activities. All notices must be submitted to the Director for approval before posting. No other place on the 9-1-1 Center property shall be used by the Union for posting notices, advertisements, or information of any kind.

#### Section 9. Printing of the agreement

The Employer shall print this contract and distribute copies to all employees; the Union shall receive an additional six (6) copies of the contract.

## Article XXI Training/Travel

### Section 1. Training

Attendance at any school/training, other than EMD, LEADS, ILETS or other mandated training is considered as voluntary.

Any employee wishing to attend a training session must have the approval of Director/Assistant Director. The schedule shall be checked to ensure the training time requested does not interfere with the orderly scheduling of work.

An employee needing to cancel attendance shall notify the Director/Assistant Director in writing stating the reason for the cancellation. Any cancellation must be made prior to the start date of said training in enough time to receive a refund of any fees paid.

Any employee enrolled in training courses or seminars shall be furnished such formal reporting instructions as may be received from the entity providing or sponsoring the courses or seminars. It is incumbent on such personnel to make every reasonable effort to comply with such instructions.

While in attendance at any training schools or seminars the employee is a representative of the 9-1-1 Center and shall conduct him or herself accordingly. Employees are to dress in the appropriate attire as required by the circumstances and/or facility regulation.

It is the responsibility of all personnel attending any training that issues a certificate of graduation or attendance to furnish the Director with a copy of such document for placement in the respective personnel file.

Any employee attending training schools or seminars may be required to submit a critique of the program. The employee may be expected to make available for review and/or duplication any materials acquired during the course and to share their experience with other members of the department.

Management will make every effort to schedule employees to attend training on duty time. Employees shall only be paid his or her hourly wage or overtime wage, whichever applies, for the time actually spent in class or training; employees will not be paid his or her hourly wage while in transit to and from any voluntary training.

### Section 2. Travel

The 9-1-1 Center will reimburse employees for meals and mileage for out of town training in accordance with the reimbursement section of this agreement. Other expenses subject to reimbursement include tuition and fees, lodging and travel. Employees shall seek prior approval to make unusual expenditures for which they intend to seek reimbursement.

Employees will only be reimbursed when the employee has paid for the expense and no other provisions were made for such expense. For example: Employees will not be reimbursed for meals, if the meals were provided as part of the tuition or other fees were paid by the department.

Mileage reimbursement will be made for one round trip to and from the training or seminar location outside of Quincy. When travel is by personal vehicle, employees are expected to take as few vehicles as possible.

Upon returning from training, the employee shall fill out a travel voucher (itemized statement of expenses), attach receipts and turn it in to the Director for approval and reimbursement.

## Article XXII Alcohol and Drug Use

This policy is in accordance with the Drug Free Workplace Act, effective January 1, 1992. The Quincy/Adams County 9-1-1 Center maintains a drug free workplace by enforcing the following policy:

- a. The unlawful manufacture, distribution, dispensing, possession, or use of controlled substance, including cannabis or any other substance that may affect performance, is prohibited by a Quincy/Adams County 9-1-1 Center employee.
- b. Violation of this policy by an employee while on duty or on city or county property will be cause for immediate relief from duty. Depending on the circumstances surrounding the violation, the employee may be required to seek professional assistance through the Employee Assistance Program and/or face discipline up to and including termination without prior warning and possible referral to law enforcement agencies.
- c. Employees are required to inform the 9-1-1 Director of any drug statute conviction within five (5) days of the conviction.
- d. Nothing in this policy shall be presumed to preclude the consumption of prescription drugs. If it is determined that prescription drugs are interfering with the user's ability to function effectively, the user will be relieved from his/her duties and the unworked time charges to sick time.
- e. The 9-1-1 Center maintains an Employee Assistance Program (EAP) that provides confidential assistance to employees who suffers from personal and emotional problems, including drug abuse. Requests for assistance under the EAP should be directed to the City Risk Manager. It is the responsibility of the employee to seek assistance from the EAP before the problem deteriorates into a disciplinary matter. Once a violation of this policy occurs, an employee's subsequent use of the EAP on a voluntary basis may not necessarily lessen the discipline imposed.
- f. It is required by the "Drug Free Workplace Act" that as a condition of continued employment you will sign the attached form acknowledging that you have received a copy of this policy and you agree to abide by all terms and conditions.
- g. Controlled substances shall not be kept in 9-1-1 furnished lockers or desks, or in automobiles parked on city or county property. The provision of a desk or a locker does not give rise to a right to privacy, express or implied, whether or not locks and/or keys are furnished by 9-1-1 or the employee.
- h. Employees undergoing medical treatment with a controlled substance or other substance that may affect performance must report this fact to the Director or the Assistant Director immediately. Any such report must indicate that the employee is using the prescribed drug for the purpose and in the quantity for which it was prescribed. It is important for 9-1-1 to know this treatment is

occurring and a medical determination will be made as to whether the substance affects the employee's ability to perform and how, if practicable, accommodation can be made. The employee may furnish a medical opinion as to no impairment and suitability to continue on the job. If the employee properly reports his/her medication, the employee's job will not be jeopardized under this policy. However, attendance standards do continue to apply as in all situations.

- i. This policy applies to all employees of 9-1-1, whether union or non-union, hourly or salaried, supervisory or management.

Article XXIII  
Rate of pay

For the fiscal year May 1, 2010 through April 30, 2013, the salary scale is as follows:

	<u>May 1,</u> <u>2010</u>	<u>May 1,</u> <u>2011</u>	<u>May 1,</u> <u>2012</u>
Telecommunicator (probation-1 year)	\$11.24	\$11.46	\$11.69
Telecommunicator (1-2 years)	\$12.69	\$12.94	\$13.20
Telecommunicator I (2-4 years)	\$14.49	\$14.78	\$15.08
Telecommunicator II (4-15 years)	\$16.33	\$16.66	\$16.99
Telecommunicator III (15+ years)	\$16.49	\$16.82	\$17.16

When the need arises to train new employee(s), the Director will determine the telecommunicator(s) who will be conducting training in accordance with current training policies and procedures. A telecommunicator working in a trainer capacity will receive an additional \$.50 an hour in addition to his or her regular hourly pay.

Employees subject to an involuntary transfer as a result of management assigning an employee with less than two years experience to that shift will be compensated an additional \$.25 an hour in addition to his or her regular hourly pay.

Article XXIV  
IAM National Pension Fund

The Employer shall contribute to the I.A.M National Pension Fund, National Pension Plan for each day for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement the sum \$ 1.20 per day but not more than \$ 6.00 per week. Contributions are limited to a maximum of forty (40) hours per week for each employee.

The Employer shall continue contributions based on a forty (40) hour work-week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

Contributions for a new, temporary, probationary, part-time, full-time employee will begin at the completion of the employee's probationary period, but no later than ninety (90) calendar days after the date of hire.

The I.A.M. Lodge and the Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

## Article XXV Entire Agreement/Savings Clause

### Section 1. Entire Agreement Waiver

This agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between parties and concludes collective bargaining.

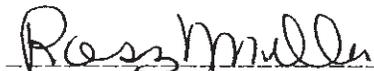
### Section 2. Savings Clause

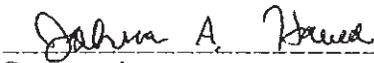
If any article or sections of this agreement or addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and its addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalid article, section or portion thereof. Upon failure of the parties to agree after negotiations, the unresolved issues shall be subject to binding arbitration under the procedure of Article IX.

Article XXVI  
Termination

This agreement shall be effective as of May 1, 2010, and shall remain in full force and in effect through April 30, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. In witness whereof, the parties have hereunto set their hands and seals this 30 day of April 2010.

For the Union:

  
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Bargaining Representative

  
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Steward

For the 9-1-1 Governing Board:

  
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Governing Board Chairman

  
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9-1-1 Director