LABOR AGREEMENT

between

CITY OF QUINCY

and

DISTRICT NO. 9, LOCAL LODGE 822
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS

MAY 1, 2018 – APRIL 30, 2021

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PREAMBLE

Working Agreement

THIS AGREEMENT, made and entered into this 1st day of May, 2018 by and between the City of Quincy, hereinafter referred to as the "City", and Lodge No. 822-District No. 9, International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union".

It is the intent and purpose of the parties that this Agreement will promote and improve the welfare of the City of Quincy and its employees; that it will eliminate interruption of work; that it will provide for a harmonious relationship between the parties; and it will contribute to the existence of sound collective bargaining.

The masculine gender as used herein shall be deemed to include the feminine gender unless, in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

In consideration of the agreements of each of these parties hereto, it is mutually agreed as follows:

This Agreement shall be and remain in full force and effect from May 1, 2018 and shall continue in full force and effect for a period of three (3) years, until 12:01 a.m. on April 30, 2021, unless one of the parties hereto on or before the sixtieth (60th) day next preceding any anniversary date shall notify the other party hereto, in writing, of its desire to terminate or amend this Agreement.

ARTICLE I

Recognition

Section 1. The City recognizes the Union as the collective bargaining agent for all employees covered by this Agreement, excluding supervision in Utilities, Central Services, Fire Department, Police Department and City Hall. The unit further excludes office clerical at Central Services and offices engaged in the administration and/or financing of City Hall and employees covered under Policemen's Benevolent & Protective Association Labor Committee (PBPA) in the Police Department and employees covered under IAFF Union in the Fire Department and agrees to bargain collectively with the properly constituted representatives of the Union on matters affecting wages, hours and working conditions.

Section 2. 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.

Section 3. In accordance with applicable laws, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, membership or non-membership, activity or non-activity, on behalf of the Union. This Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 4. Upon receipt of a signed authorization form, the City will deduct from the employee's pay the initiation reinstatement fee, M.N.P.L. donation and monthly dues payable by him to the Union during the period set forth in said authorization. In the event said authorization form is modified, the City department heads will be sent a copy.

Section 5. Deductions shall be made on account of such fees and/or dues, such deductions will be divided equally between the pay checks of the employee after receipt of such authorization. The deduction shall be remitted to the Secretary-Treasurer of District No. 9 of the Union no later than the fifteenth day of the month following the deduction and shall include all deductions made in the previous month. The City shall furnish the Secretary-Treasurer monthly with a written record of those for whom deductions have been made and the amounts of the deductions.

Section 6. The Union will from time to time notify the City in writing of the names of the Secretary-Treasurer, the amounts of initiation fee, reinstatement fee, and monthly dues, which shall be reasonable in amount and conform with the Constitution and By-Laws of the Union, and the law.

Section 7. In the event of under-deductions or over-deductions, adjustments will be made in subsequent deductions, and the Union will indemnify the City against any liability.

Section 8. Fair Share is an amount that shall be no more than the regular monthly dues of membership in District No. 9, to be paid to the Union each month by non-members.

Section 9. Should an employee have an objection to the amount he shall first file his objections with the Union. Any employee who does not pay the Fair Share in the current month as a condition of employment, shall be terminated after such notice is received by the City from the Union.

ARTICLE II

Management Rights

Section 1. The City retains the sole right to manage the plant and direct the working force; to maintain order and efficiency in its plants and operations; to hire, layoff, assign, transfer, promote and determine the qualifications and classifications of

the employees; to establish and maintain at their discretion a "Labor Pool"; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as expressly provided in this Agreement.

Section 2. The City retains the sole right to discipline employees, including suspension, layoff and discharge for proper cause, including violation of any of the terms of this Agreement, or to relieve employees of duties because of lack of work.

Section 3. The City retains the sole right to determine methods, processes, products and services, schedule of routes, schedules of production, and the extent to which its facilities or any part thereof shall be operated or shut down or production reduced or increased.

Section 4. Any of the rights, powers, and authority the City had prior to entering into this Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

Section 5. Subject to the grievance and arbitration procedure as set forth in Article XXV of this Agreement, there shall be no work stoppage, slowdown, or other interference with production. Nor shall there be any lockout of any employee by the City during the term of this Agreement, by reason of any grievance or disagreement by the parties hereto.

Section 6. The City retains the right to discipline or discharge any employee who violates this provision.

Section 7. The Union, its members and the employees, recognize that efficient operation of the City's facilities is necessary for the continued safe and adequate supply of water and other services to the City's customers. The Union, its members and employees, hereby pledge themselves jointly to make earnest and conscientious effort to maintain the highest quality and quantity of the City's products and services.

ARTICLE III

Union Representation

Section 1. The City will recognize three (3) Union Committeemen.

Section 2. The City will further recognize six (6) Union Stewards. The six (6) Union Stewards shall be selected from the following areas: Wastewater Treatment, Water Filter, Airport, Central Garage, Central Services, and City Hall. No employee will be recognized for any of these aforementioned positions unless he is a full-time employee on the active payroll and the Union has properly notified the City in writing of his identity.

Section 3. The City will pay committeemen and stewards for lost working time not to exceed thirty (30) minutes per grievance in the adjustment of the grievances during the working hours, under Article XXV, but not to exceed two (2) hours per week, and they shall check "out" and "in" with their Supervisor during such activity. Payment shall be computed at the regular hourly rate of the committeemen and/or steward.

Section 4. The City will agree to such arrangements as may be necessary for the Union Representative to properly and expeditiously carry on their union duties within the area they represent, on their shift. Such arrangements shall include permission for the Union Representatives to leave their work area to go to another work area within the bargaining unit, provided they have informed the Supervisor of that work area before contacting the employee requesting assistance.

Section 5. The Employer agrees to allow the Chairman or Shop Steward thirty (30) minutes of time with a newly hired employee for orientation purposes.

ARTICLE IV

Seniority

Section 1. All new employees shall be considered probationary employees until they have had three (3) months service with the City, after which their seniority shall date from their original hiring date. In the event the City desires additional time to determine the abilities and/or qualifications of any probationary employee, it shall notify the Chairman of the Shop Committee or the Union office prior to the end of the three (3) month service its wish to extend the period up to no more than one (1) additional month worked. During this time the City may terminate the employee's service at its sole discretion.

For purposes of this Section 1, "three months service" means through the close of business on the numerical date corresponding to the employee's start date in the third month next succeeding employee's start date. Employees hired on the 29th, 30th or 31st of any month, shall be deemed to have completed three months service on the last day of the third month next succeeding that start date.

Section 2. Seniority is defined as an employee's continuous length of service with the City in years, months and days. Bargaining unit seniority is an employee's length of service with the City in years, months and days while covered under the Working Agreement including their probationary period.

Section 3. Seniority employees who are transferred to jobs outside the bargaining unit as defined herein shall retain the bargaining unit seniority they had or have at the time of transfer but shall not accumulate bargaining unit seniority outside the bargaining unit. Employees who return to the bargaining unit after such transfer

shall exercise their bargaining unit seniority in any classification previously qualified in, or in any classification in any department previously worked, if such bargaining unit seniority less such time spent outside the bargaining unit is great enough to obtain a job, and the employee has the ability to perform the available work.

Section 4. An employee shall lose his seniority, and his name shall be removed from the seniority list, if:

(a) He quits;

(b) He is discharged for proper cause;

(c) He is absent for two (2) consecutive days and does not report for work at the beginning of the shift on the third consecutive work day without notifying the City;

(d) He misrepresents the facts on his employment application, and such misrepresentation is material to his employment;

(e) He gives false reason for obtaining a leave of absence, or does not present proof of necessity within a reasonable period, or does not report for work as scheduled upon termination of his leave of absence without notifying the City;

(f) He fails to return to work within five (5) days when he has been laid off and notified by the City by certified mail, return receipt requested, or telegram, to return to work, unless he presents acceptable reason for his failure to return at such time;

(g) He fails to return to work at the end of a disciplinary lay-off;

(h) He has less than eighteen (18) months seniority and is laid-off for a period of eighteen (18) months or length of service up to three (3) years whichever is greater;

(i) An employee who is absent due to illness, injury, or disability:

(a) for a period of twelve (12) months; or

(b) for a total, cumulative period of twelve (12) months in any eighteen (18) month period; or

(c) for a period equal to or greater than the equivalent of the number of working days within a calendar year in any eighteen (18) month period; or

(d) under circumstances which renders the employee eligible to receive social security disability benefits.

(j) An employee is absent because of compensable industrial injury, his seniority shall not terminate until his absence extends beyond the period of 24 months.

(k) Employee does not reside and maintain his or her bonafide place of residence within the boundaries of Adams County, Illniois.

ARTICLE V

Filling Vacancies

Section 1.

(a) Filling Vacancies in Departments other than Central Services. If the City determines to fill a vacancy in a Department, the job opening will be posted for bid in that Department only, for three (3) days for the employees permanently assigned to that Department to bid on. The job will be awarded to the employee within that Department with the most Department seniority. If no one bids on the job opening, the job opening will then be posted for bid City-wide for three (3) days. The employee who bids on the job with the most bargaining unit seniority shall be awarded the job.

(b) Filling Vacancies in Central Services. When filling vacancies in Central Services, the job opening will be posted for bid in the crew where the job opening exists for three (3) days for the employees permanently assigned within the crew to bid on. The employee with the most crew seniority that bids on the job opening shall be awarded the job. If no employee within the crew bids on the job, then the job shall be posted in Central Services only for three (3) days for the employees in Central Services to bid on. The employee in Central Services with the most bargaining unit seniority that bids on the job opening shall be awarded the job. If no employee in Central Services bids on the job opening, then the job opening will be posted City-wide for three (3) days. The employee that bids on the job with the most bargaining unit seniority shall be awarded the job.

(c) Departments and Crews as Used in Section 1. Departments: Water Treatment, Central Services, Quincy Police Department, Water Clerical. Crews within Central Services: Garbage/Recycle, Sewer,

Water Distribution/Meter Shop, Concrete, Forestry/Ground Maintenance, Building Maintenance/City Hall Janitorial, Painter, Garage, Airport.

(d) Nothing in this Section 1 shall prevent other interdepartmental bidding as provided elsewhere in the Agreement and in the Policies and Procedures of the City of Quincy;

(e) Nothing in this Section 1 is intended by the parties to limit the City's opportunity to use the Labor Pool Concept as elsewhere provided.

(f) Employees who receive a bid shall be moved to the new job within thirty (30) calendar days of being awarded the bid.

Section 2. Any seniority employee wishing to apply for such an opening must fill out a request form, signed by the employee and a Union Steward, and turn it in to his supervisor during the same three (3) day period. The supervisor shall then sign and forward the request to his Director. Once an employee has bid, it cannot be withdrawn.

Section 3. If the opening is in Labor Grade 11, 10, 9, 8, the employee selected shall be given thirty (30) working days or, if the opening is in any other Labor Grades, the employees selected shall be given fifteen (15) working days, to demonstrate his ability and qualifications. If an employee from another Department bids on an opening in Labor Grades 7, 6, 5, 4, 3, 2, 1, the City may request up to two (2) additional ten (10) days qualifying periods. During this time, the employee shall continue to receive the same rate of pay as his regular job classification before the assignment. Examinations will be given by the City to test the job qualifications of an employee bidding in job classifications of Meter Repairman, Operator Technician, Utility Locator, Engineering Technician, and Public Contact Clerks. Information concerning the material to be covered by the exam will be given to the employee two (2) weeks prior to the exam but before thirty (30) days worked in the new classification. The City and the Union may have one representative present during the exam, but grading will be done by an impartial observer.

A person failing to pass an examination on the first attempt will be required to take a second if necessary, before the probationary period has been completed. A grade of seventy percent (70%) will be necessary to pass on any attempt.

Failure to pass on the second attempt will eliminate the employee from the list of bidders, and the test will be given to the next employee who has the most seniority who has bid. However, if, after thirty (30) days worked in the new classification, the Superintendent feels he is qualified and he has scored a minimum of seventy percent (70%) on the exam, his regular hourly rate shall be increased to the maximum of the rate range.

Section 4. All other classifications in these Labor Grades after thirty (30) or fifteen (15) days worked, as the case may be, in the new classification and the Director feels he is qualified to handle the assignment, his regular hourly rate shall be increased to the top rate of the new job classification.

Section 5. If an employee fails to qualify, he shall return to his former job assignment if it still exists. If not, the reduction-in-force procedure shall apply. Employees who fail to qualify shall not make a further bid or request for a period of three (3) months from the day the qualifying began. Employees who have been selected for a job opening, whether by bid or by request, shall not make a further bid for a period of six (6) months in Labor Grades 1 through 7 or twelve (12) months in Labor Grades 8 through 11, as the case may be, from the date of selection, except that such six (6) or twelve (12) months restriction shall not apply if: (1) the employee has been supplanted; (2) the employee's job is permanently discontinued; (3) if the employee becomes physically disabled and requests lighter work; or Items (1), (2) and (3) shall also apply to employees who have been disqualified. However, they shall not be allowed to bid on the job they had been disqualified from during the six (6) month period.

Section 6. Employees who take a job in a lower classification through a job opening shall immediately receive the maximum rate of the lower rated classification.

Section 7. Employees who bid back into a former classification shall immediately receive the maximum rate for the classification.

Section 8. Filling of the Animal Control Officer shall be by the evaluation procedure by seniority.

Section 9. Qualifying procedures for Office staff of the Fire, Police, Utilities Department and Animal Control Officers, progression procedures, time requirements in job and displacement procedures shall be identical to that previously listed.

Section 10. It is understood that, in certain classifications, employees may have to meet Federal and/or State requirements, as well as City requirements in order to be considered qualified for that classification.

Section 11. The City may fill any permanent opening which cannot be filled by the procedure set forth in this Article by transfer of a probationary employee, transferring any employee with his consent, or by hire. The time limits and other provisions of this article shall apply to the employees assigned to permanent openings under the provisions of this paragraph.

Section 12. If employees fail to bid on a permanent opening and the City does not fill the opening, it shall be reposted before assigning anyone to the opening if forty-five (45) calendar days have passed since the opening was posted.

Section 13. The City has the right to reject any employee who may not be able to do the job because of medical reasons.

Section 14. Employees off duty on any approved leave of absence, but not on a disciplinary suspension, may bid on any job opening if they will be able to return to work within forty-five (45) days of the job opening.

ARTICLE VI

Reduction in Force

Section 1. For lay-off and recall purposes only, and during his term of office, the Committeeman, when properly designated by the Union, will lead the seniority list, provided he is qualified to perform the work being done.

Section 2. In the event of a reduction-in-force, employees with the least bargaining unit seniority in the affected classification shall be removed from their classifications. Affected employees may exercise their bargaining unit seniority to bump into any classification, in which they have previously qualified. Affected employees may bump into classifications in which they have not previously qualified only to the following extent: The City shall disclose the number of persons reduced; the City and the Union shall identify the least senior employees equal to that number; then, by seniority, the affected employees, as described in the second sentence of this paragraph two and who have not already bumped into a position pursuant to that sentence, may bump any of the specific employees and no other from their classifications. Nothing in this Article shall permit an employee who fails to timely qualify for a classification or position to remain in it after bumping.

Section 3. When an affected employee bumps into a job in a lower-rated classification due to a reduction-in-force, he shall receive the rate of pay for his regular classification for next succeeding thirty (30) days worked. If such employee is still on the job after thirty (30) days worked, he shall receive the maximum rate of the lower-rated classification to which he has been assigned. For purposes of this Article, VI, Section 3, "days worked" includes days or parts of days where the affected employee was actually on the job and also includes sick days. If his regular classification again becomes available, he shall be given the opportunity to be returned to his regular classification, in line with his seniority, and the rate for his regular classification shall be put into effect immediately upon his return.

ARTICLE VII

Recall

Section 1. The procedure for recall of seniority employees who are laid off shall be in the order of their bargaining unit seniority, provided the employee has the physical fitness and is capable of performing the available work. There shall be no responsibility of the City under this Agreement for the re-employment of probationary employees who are laid off or discharged.

ARTICLE VIII

New Job Classification

Section 1. When a new job classification is established, the City will submit a description in writing and a proposed wage assignment to the Union within thirty (30) days. Any unresolved difference of opinion between the parties in regard to wages will be subject to the grievance procedure.

ARTICLE IX

Transfers

Section 1. Employees temporarily transferred to a higher-rated classification other than their own for thirty (30) minutes or more shall receive the maximum rate for the new classification for the entire shift. An employee who is required to work in a classification which is compensated at a lower rate than the employee's present rate shall continue to receive his present rate. Temporary transfers shall not exceed thirty (30) days.

Section 2. Employees may be temporarily transferred between Departments due to fires, floods, tornadoes, severe weather conditions, or other emergency conditions which cause or threaten to cause a risk to public safety or health. Such employees shall be paid the highest rate above their regular rate when required to work in a higher classification for all hours worked.

Section 3. The City will not use temporary transfers for disciplinary purposes.

Section 4. When an employee is absent due to an extended leave of absence such as an FMLA leave, which includes medical leave, worker's compensation leave and personal leave to take care of a qualified relative, and when that leave is expected to last longer than thirty (30) days, his position will be posted as a temporary position. Any employees transferred in order to fill the temporary position and to backfill any vacancies generated will be returned to their previous positions when the regular employee returns.

Section 5. When filling absences in Garbage/Recycling, the employee with the least seniority in Labor Grade 5-A or greater in Central Services depending on need shall fill the vacancy. If more than one (1) person is needed, the vacancies shall be filled by moving up the seniority list, starting with the least seniority in Labor Grade 5-A or greater in Central Services.

Section 6. Employees transferred to "Team Leader" will be compensated ten percent (10%) in addition to their current base rate. "Team Leaders" will be determined by the City.

Section 7. Record Clerks and Typists in the Police Department may be utilized to help in performing each others job assignments when needed without it being considered a transfer within this Article, provided that no one in that classification is on lay-off.

ARTICLE X

Holidays

Section 1. Holidays with pay for full time employees shall be New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Day(s) (General Election, Federal, Officers City), Thanksgiving Day, Thanksgiving Friday, Christmas Eve and Christmas Day. Should an employee be called in to perform work on any of these days when he is not otherwise scheduled, he shall be paid at the rate of double time for the hours worked, plus his regular straight time Holiday Pay, Easter will be considered as a holiday for call-in purposes only. Employees who are scheduled to work Christmas Day shall be paid at the rate of double time for the hours worked, plus his Holiday. Employees working in divisions scheduled to work on designated holidays, except Christmas, shall be paid double time for the hours worked but shall not accrue any holiday time. Employees working in the Garbage/Recycle Work Unit "ONLY" shall elect by a simple majority vote to work and be credited for all holidays, with the exception of Thanksgiving Day, Christmas Day and New Year's Day. The vote will be taken once per contract term within thirty (30) days of its execution.

Section 2. When any of the holidays enumerated above is not worked, an eligible employee shall receive eight (8) hours pay at his regular hourly rate. The eligibility:

(a) The employee must have passed his probationary period preceding the holiday;

(b) The employee must have worked his last work period scheduled for him prior to the holiday and his first scheduled work period after the holiday, unless he is excused by the Department Head or he has a justified excuse, such as fire, tornado, floods, or other disastrous weather conditions considered as "acts of God", provided he can furnish satisfactory proof to the City of the reason for such absence as required by the Department Head in the form of documented proof of medical illness or justifiable excuse.

Section 3. Employees who work as typists on the 2nd and 3rd shifts in the Police Department Sunday through Thursday shall observe holidays as follows: should a holiday fall on Monday, the Sunday prior shall be observed as the holiday. Should the holiday fall on Tuesday, Wednesday, or Thursday, one employee shall observe the holiday on the day before and the other employee shall observe it on the day of the holiday, except for Thanksgiving Day, which shall be observed on the Wednesday before by the employees. Should the holiday fall on Friday or Saturday it shall be observed on the Thursday prior to.

ARTICLE XI

Payday

Section 1. All employees will be encouraged to enroll in the City's direct deposit program and will receive their pay stubs on Thursday. Beginning May 1, 2020, employees will be paid once every two weeks.

ARTICLE XII

Vacations

Section 1. Full-time employees are eligible for vacation as set forth below. Vacation shall be accrued on a monthly basis and awarded the first day of the month following accrual. New employees must complete one (1) year of continuous employment before becoming eligible to take vacation. New employees will be eligible to take two (2) weeks vacation the first of the month following the completion of one (1) year of service. Employees will earn vacation time according to the following schedule:

Length of Service	Vacation Earned	Annualized Equivalent
1 thru 7 years	6.67 hours per month	2 weeks
8 thru 14 year	10 hours per month	3 weeks
15 thru 29 years	13.34 hours per month	4 weeks
30 years and over	16.67 hours per month	5 weeks

Section 2. Employees shall not receive pay in lieu of vacation time except at the time of termination, provided at least two (2) weeks written notice is given. The

employee must be employed on the last day of the month to receive the accrual for the month. Employees may carry over one (1) year of their annualized equivalent vacation time into a succeeding calendar year. Any unused amount over the allowed carry over will be forfeited on January 1 of the succeeding year.

For example: 11 years of service may carry over a maximum of 3 weeks (120 hours) on January 1 and continue to accrue 10 hours monthly. By the end of the calendar year the employee must use vacation time down to the carry over amount of 120 hours or less. If not, he will forfeit any excess.

Section 3. The employee may request his vacation time all together or in parts, as is most convenient to him, but in no case can vacation be taken for less than two (2) hours. Request for vacation time must be approved by the supervisor and requested on a time-for-time basis. For example, if two hours of vacation is requested, two hour notice must be given. If a scheduling conflict arises among the employees in the department or division, priority will be given to the employee who has submitted his vacation request first; if the date of the vacation request is the same, consideration will be given based on seniority.

ARTICLE XIII

Hours of Work

Section 1. The normal work week shall be forty (40) hours with eight (8) hours per day, commencing on Sunday, at 12:01 a.m.

Section 2. The work day shall be the twenty-four (24) hour period immediately following an employee's scheduled starting time. The normal work week for the third shift shall begin between the hours of 10:30 p.m. on Saturday night and 12:01 a.m. on Sunday morning.

Section 3. The City may use a flexible workday schedule to meet the need of the Central Services Department. Deviations from the regular starting time for shifts may be made effective for individuals or groups to insure more efficient and orderly operation of the Department. The City will attempt to give reasonable advance notice of changes in scheduling.

Section 4. The office clerical employees in the Police Department may elect to use a flexible workweek/workday schedule. If the employees choose such schedule, each employee must inform their supervisors of what hours he or she intends to work each week and each day and the employees will be allowed to work such hours with supervisors' approval.

For the purposes of this section, a flexible workweek or workday is defined as a workweek or workday in which the employee works his/her normal work number of

hours, but can rearrange his/her daily hours to be either greater or less than normal, without using benefit time or accruing overtime.

Section 5. Lunch Breaks – The Union acknowledges and agrees that the City may require the employees to utilize floating break and lunch times depending upon the work being performed. Employees required by their supervisor to work more than six (6) hours from the start of the shift without a lunch break will have the option of being paid one-half hour overtime or go home one-half hour early. Police and/or Fire Department employees may elect to extend their lunch period to one (1) hour. Departments electing to do so shall adjust their beginning and ending shift times accordingly. Frequency and duration will be at the discretion of the supervisor dependent upon needs of the department.

Central Services employees shall receive a twenty (20) minute on the job period paid lunch period.

Section 6. The work schedule for the employees in the Filter Plant shall be posted at least two (2) weeks in advance. Unforeseen absenteeism may cause the schedule to be altered within said period.

Section 7. For employees of the Central Services Solid Waste Work Crew, the work week shall be forty (40) hours with eight (8) hours per day, commencing on Monday through Friday 6:00 a.m.

Section 8. Swing shifts may be utilized in only the needed departments. The City may rotate swing shift assignments on a weekly basis between all employees within a department. Management will make every effort to schedule employees as far out as possible. Employees working on a swing shift schedule shall be allowed, schedule permitting, to work more than one (1) shift in a twenty-four (24) hour period at their regular rate voluntarily in order that they may receive two (2) days off in a row in one week.

Section 9. The hours of work for the Animal Control Officers may be flexed between 6:00 a.m. to 9:00 p.m.

Section 10. The hours of work for Engineering Technicians shall be 7:00 a.m. until 3:30 p.m. with a fifteen (15) minute break in the morning, a thirty (30) minute lunch period, and a fifteen (15) minute break in the afternoon.

Section 11. When an employee works fourteen (14) consecutive hours, the employee shall receive a minimum eight (8) hours off work without pay before they need to return to their next scheduled shift. The employee will not be required to use accrued vacation or sick time, and the accumulated overtime hours for hours worked in excess of eight (8) hours will not be reduced.

ARTICLE XIV

Overtime

Section 1. The normal work day, for the purpose of computing overtime, shall start at the beginning of the employee's regular shift and end twenty-four (24) hours later.

Section 2. The hours worked by an employee before the beginning of his regular shift on any work day shall be considered as part of the shift for that day, for the purpose of computing overtime pay, any employee called in before the beginning of their regularly scheduled shift shall be granted the opportunity to work out regularly scheduled shift. Overtime will not be paid to an employee who requests and is granted paid time off during his regular shift.

Section 3. Time and one-half pay shall be paid for all hours worked in excess of eight (8) hours per day and forty (40) hours per week (for which overtime has not previously been earned).

Section 4. Vacation pay and holiday pay shall be considered as part of the forty (40) hour work week for the purposes of computing overtime.

Section 5. Inasmuch as the parties have negotiated premium pay for overtime hours worked, it is agreed that all employees will be required occasionally to work some overtime, in addition to regularly scheduled overtime hours. However, when an employee desires not to work overtime on certain specified dates, the employee concerned must notify the Supervisor, prior to being informed of the requirement for overtime work. It is understood that these employee requests cannot be regular in nature. The Supervisor will make every effort to honor such request, barring developments beyond his control. Should it develop the employees would have been scheduled to work overtime on that specific date, he shall be charged the overtime he would have worked, had he not "unscheduled" himself.

Section 6. Without limiting the City's rights where a legitimate reason exists, the City will not lay an employee off during his regular scheduled shift hours of a day or week for the sole purpose of defeating overtime work for which the employee would otherwise be entitled to be credited.

Section 7. Overtime shall be distributed as equally as practical among the employees within the Division of the City who have completed their qualifying period by shift and classification, according to seniority within the classification. New equalization periods shall begin as of January 1 of each calendar year. Payment of overtime will not be pyramided.

Section 8. When a holiday, which will require a double pick-up occurs, said double pick-up shall be the immediate work day prior to the single holiday or the immediate work day following the single holiday depending on the day of the week that the holiday occurs. A notice, two (2) weeks in advance will be posted designating the double pick-up day. When a double holiday occurs, said double pick-up shall be both the immediate work day prior and the immediate work day following said double day holiday.

Section 9. When the Recycle Division and/or the Solid Waste Division is required to make a double pick-up, they shall be compensated an extra ten dollars ($10.00) for the day. However, this does not apply to zero weather days.

Section 10. When filling absences in Garbage/Recycling, the employee with the least seniority in Labor Grade 5a or greater within Central Services shall be the first asked to work the holiday. If this employee declines to work, or more than one (1) person is needed, the City shall move up the seniority list, Labor Grade 5-A or greater, until the required number of employees needed is obtained.

ARTICLE XV

On-Call Pay

Section 1. The safety, welfare and health of the community depends on daily inspection (seven [7] days a week) of certain areas of the system to see that no obstructions are lodged in the certain areas to cause sanitary sewage overflow into the storm system. Employees required to "stand by" shall be guaranteed three (3) hours at a time and one-half for Saturday, Sunday and holidays. In addition, should the employee be called out outside of the first three (3) hours on Saturday, Sunday and holidays, the employee shall receive time and one-half for the time worked. If an employee is called out Monday through Friday, he shall be guaranteed two (2) hours at time and one-half. This overtime is to be distributed as equally as possible among employees as designated by the Director. The lead employee required to "stand by" for the Meter Shop crew and the Sewer crew shall be furnished with a vehicle, unless the employee lives more than 1½ miles from the City's corporate limits.

Section 2. All employees shall be on-call duty, except that up to 10% of each crew may sign off on all call duty not including snow duty.

Section 3. Employees required to take "on-call duty" shall be on for one (1) week periods beginning at the end of shift on Fridays, and shall be provided with a cell phone. Employees must remain in the immediate Quincy area and respond to a call out within sixty (60) minutes of the call.

Section 4. Any employee who is reporting for an "on-call duty" shall receive a minimum of two (2) hours at time and a half for such call. If any additional call-outs are

received within that two- (2) hour period no additional compensation will be allowed until such time as the original minimum is exceeded. The time of call-outs will be verified between the employee and the Director. Any employee who is on call duty status for the week shall be guaranteed three (3) hours per week at time and one-half his regular hourly rate.

Section 5. In the event that an hourly employee is called to perform duties over the regular work day or work week, he shall be credited with a minimum of two (2) hours work.

Section 6. When employees are called out after their regular shift and required to work in a higher classification, they shall be paid the highest rate for that classification.

Section 7. Employees called out shall have sixty (60) minutes to report to work from time of notification by a Supervisor unless a snow emergency is declared by the Mayor. All calls for notification are to be placed within ten (10) minutes.

Section 8. The Supervisor on duty shall determine which on-call crew is needed to respond to the event and the appropriate staffing level that is required. Where a single employee is sufficient to respond to the event, the lead man shall be called. On-call crews shall be called to respond to the following events:

(a) Sewer Crew – basement backups, sewer overflows, sinkholes in right-of-way, displaced manhole lids, and to assist Water Distribution as required.

(b) Meter Shop Crew – water service leaks, water service turn-on or shut-off, frozen water meters.

(c) Water Distribution Crew – water main breaks, water service repairs, damaged hydrants and to assist Sewer Crews as required.

(d) Forestry Crew – downed trees and/or limbs.

(e) 911 Crew – fires, downed power lines, spills and to assist Water Distribution and/or Sewer Crews as required.

Section 9. When a job has been started during normal working hours and requires overtime to be completed, a person who has signed off-call may continue to work overtime to finish the job if he or she elects to work the overtime. A person who signs off-call will not be entitled to overtime in any other situation.

ARTICLE XVI

Snow-Removal

Section 1. Employees in the Centralized Services Department may be required to work a split shift during the snow season. When the Centralized Services Department shift is split, the night crew (7:00 p.m. through 7:00 a.m.) may, in the discretion of the City, be sent home with pay, but said employees will be available for call at any time during the night split shift. Notwithstanding any other provision herein to the contrary (including Section 2 of Article XIV) if at any time the night split shift is called in during the night shift (after being sent home as provided above) their shift shall end at 7:00 a.m. Each shall receive the night shift differential for those hours worked after the split.

During the snow removal process, employees who need to come off the route for any reason shall notify the immediate Supervisor upon leaving the route and again upon returning to the route.

Every six (6) hours employee shall receive one-half hour paid break to be taken at Central Services which is to be approved by Supervisor.

ARTICLE XVII

Personal Leaves

Section 1. Any employee with seniority may be granted a personal leave of absence for a period not to exceed thirty (30) days upon written applications of the employee to and approval by his Supervisor and the Director. In general, personal leaves of absence are granted in cases involving death or illness of the immediate family of the employee or the employee's spouse, or in cases of marriage of the employee, or in cases where it is necessary for the employee to request a leave of absence for the purpose of settlement of an estate or lawsuit. The Director shall notify the Union of personal leaves granted, personal leaves not granted, and extension of personal leaves granted. A personal leave of absence so granted may be extended by the Director if he so desires. An employee to whom such a leave has been granted shall not be entitled to return to work until the expiration of his leave, but the City may avail itself of his services, upon his request, prior to such expiration, if it wishes. An employee granted leave of absence for personal reasons shall accumulate seniority during such absence. No leave of absence which permits an employee to be gainfully employed elsewhere shall be granted under this section. Under all circumstances personal leaves shall be without pay.

If an employee on an unpaid leave of absence pays for a portion of his health insurance or has voluntary insurance, he is required to make his own arrangements with Human Resources to pay for those benefits while on unpaid status.

Section 2. Two (2) employees shall be granted short term leaves of absence without pay for the purpose of attending Union conventions, meetings, and schools, with a maximum of thirty (30) days per calendar year per employee. The second shift committeeman shall be granted three (3) hours per month to attend the monthly Union meeting.

ARTICLE XVIII

Jury Duty

Section 1. Employees who are required to serve on a jury, to serve as an ordinary witness, to report for draft examination, or U.S. Armed Forces Encampment, and actually lost time from work as a result, will be paid for any loss not covered by other payment for such services up to a limit of fifteen (15) consecutive days, except for jury service, when all lost time shall be computed. Such supplemental pay will be limited to the maximum of eight (8) hours per day. Supplemental pay will be limited to actual loss of earnings and will not be paid if the time of service occurs on a nonscheduled work day.

ARTICLE XIX

Sick/Unrestricted Leave

Section 1. Current full-time employees prior to May 1, 2011, will be grandfathered in as follows:

Any full-time employee will be entitled to one (1) day or eight (8) hours per month of sick leave. Sick leave will be accrued monthly and awarded the first day of the month following accrual. New employees will be eligible to use sick leave upon completion of their probationary period. Unused sick leave shall be accumulative up to a maximum established by the City's "Sick Leave Buy Down Initiative" outlined in the 2015 Memorandum of Understanding. At the end of the calendar year, those employees who have exceeded the maximum hours established by the City's "Sick Leave Buy Down Initiative" (see Appendix A) will be paid at their current rate for all the excess hours. To be eligible for sick leave, the employee may be required to prove sickness, provided, however, the sickness referred to shall not be the direct or indirect result from the use of alcoholic beverages or drugs. An employee may not use sick leave for less than one hour. City reserves the right to implement "Sick Leave Buy Down Initiative" and is in no way obligated to do so.

Any full-time employee hired after May 1, 2011, will be entitled to six (6) hours per month of sick leave during their first eight years of earned service time, after which time the employee will be entitled to eight (8) hours per month of sick leave. Sick leave will be accrued monthly and awarded the first day of the month following accrual. New employees will be eligible to use sick leave upon completion of their probationary

period. Unused sick leave shall be accumulative up to a maximum established by the City's "Sick Leave Buy Down Initiative" outlined in the 2015 Memorandum of Understanding. At the end of the calendar year, those employees who have exceeded the maximum hours established by the City's "Sick Leave Buy Down Initiative" (See Appendix A) will be paid at one-half (1/2) their current rate for all the excess hours. To be eligible for sick leave, the employee may be required to prove sickness, provided, however, the sickness referred to shall not be the direct or indirect result from the use of alcoholic beverages or drugs. An employee may not use sick leave for less than one hour. City reserves the right to implement "Sick Leave Buy Down Initiative" and is in no way obligated to do so.

Section 2. Any unused sick leave credit standing to the employee's account shall be paid at the employee's current rate one-half (1/2) the unused hours to the employee in a lump sum upon termination. If permitted by IMRF policies and procedures, the remaining one-half (1/2) shall be credited towards retirement. Those employees who voluntarily terminate their services at their request must give at least two (2) weeks written notice to the Director. Any unused sick leave credit standing to the employee's account upon his death shall be paid at full pay rate to the employee's estate in a lump sum.

Section 3. Current full-time employees prior to May 1, 2011, will be grandfathered in as follows:

Employees may use up to twelve (12) days per calendar year of their sick time to take care of their immediate family. The immediate family shall include mother, father, spouse, son, daughter, stepson, stepdaughter or legal guardian.

Any full-time employee hired after May 1, 2011, may use up to nine (9) days per calendar year of their sick time to take care of their immediate family. The immediate family shall include mother, father, spouse, son, daughter, stepson, stepdaughter or legal guardian.

Section 4. Employees may use up to four (4) days per calendar year of their sick time in the form of unrestricted sick days for any personal purpose of the employee. Where possible, employees shall give a business day's notice to management of intention to take an unrestricted sick day. Where that is not possible, the departmental policy regarding notice of taking sick time shall be observed by the employee. No medical excuse or explanation of purpose is required of an employee taking an unrestricted sick day. For purposes of this Section 4, "sick day" means an entire work shift wherein the employee is excused from attendance at his or her duty station. The four (4) unrestricted days cannot be used in conjunction with holidays. For example, if a holiday falls on a Monday, the employee cannot use an unrestricted day for Friday or Tuesday.

ARTICLE XX

Major Illness Leave

Section 1. In case of loss of time due to a non-work related injury or illness an employee will be entitled to major illness leave.

Section 2. Any permanent employee will be entitled to major illness leave in addition to sick leave of a total of not to exceed twelve (12) working days or ninety-six (96) hours per calendar year (accumulating at the rate of eight (8) hours per calendar month. Unused major illness leave shall be accumulative up to a maximum of one hundred twenty (120) working days. Any leave provided under this Section shall be in lieu of and shall be credited against any employee – Federal Family and Medical Leave Act of 1993 (FMLA) entitlement or rights to leave.

Section 3. In order to be eligible for major illness leave, an employee must provide proof to the Director, in the form of a doctor's written statement, as to one of the conditions below:

(a) **1.** That such accident or illness is of a nature to require the employee to be absent from work for more than three (3) consecutive working days, whereupon the major illness leave would start on the fourth (4th) working day lost. The major illness leave shall be used for such illness only after all accumulative sick leave has been used.

2. An accident or illness resulting in emergency room or ambulatory care treatment has taken place and was then immediately followed by or included "setting" of fractures, orthopedic surgery, thoracic surgery, cardiac catheterization, abdominal surgery of any kind, eye surgery, urinary surgery or intraoral surgery for the cause of the emergency room or ambulatory care visit resulting in the employee's absence from work for more than three (3) consecutive working days and that the emergent nature of the treatment precluded notice as provided for in Section (c), then the major illness leave would start on the fourth (4th) working day lost. For purposes of this Section (a)(2), "surgery" means a procedure wherein the given part of the body is cut or separated to effect relief.

(b) That such accident or illness is of a nature as to require the employee to be hospitalized overnight. Major Illness Leave will start on the first (1st) day of hospital confinement and continue until the doctor releases the employee for work.

(c) That such accident or illness is of a nature to require outpatient surgery resulting in the employee's absence from work for more than three (3) consecutive working days, the major illness leave would start on the fourth (4th) working day lost. "Outpatient Surgery", for purposes of this Section, shall mean any scheduled medical or intraoral procedure which the treater certifies, and such certification is provided to City

at least one business day in advance, that the procedure will result in the employee's being off work for more than three (3) days.

(d) For leaves based upon the circumstances described in Sections (a)(2) and (c) which do not ultimately result in any overnight hospitalization, no employee shall be permitted more than five (5) days per calendar year of Major Medical Leave. Nothing in this Section (d) however prohibits an employee from taking his five (5) Major Medical Leave days under Sections (a)(2) or (c) then, at a later time and after his sick leave time has been consumed accessing Major Medical Leave under Section a(1).

Section 4. Major illness leave will not have the one-half (1/2) pay clause in any case. Major illness pay shall be at the employee's present rate of pay when taken ill.

ARTICLE XXI

FMLA/Medical Leave

Section 1. Any employee with seniority shall be eligible for a Medical Leave of Absence subject to "medical certification" which would entitle an employee to leave under the "Family and Medical Leave Act Of 1993" (FMLA) (29 U.S.C. Sec. 2601 et seq.) Any leave provided under this section shall be in lieu of and shall be credited against any employee FMLA entitlement or rights to leave. An employee who has been granted a Medical Leave of Absence shall keep the City informed of the employee's medical status at least every thirty- (30) days and will provide such additional "medical certification" as may be reasonably required by the City to confirm such medical condition or status. The employee's seniority shall accumulate during such leave, but the employees shall not otherwise accrue benefits (for example vacation, sick days and the like) during such absence.

Section 2. In cases wherein the job assignments of employees granted Leave of Absence under the provisions of Section 1 of this Article have been filled, the employees affected may exercise their right to bump as contained in Article III, Section 4.

Section 3. Conformance with State and Federal Laws. If any provision of this Agreement shall conflict with State or Federal Law, or with regulations imposed by an Agency of the State or Federal Government, then such provisions shall be construed to conform to such laws or regulations, while they remain effective.

ARTICLE XXII

Bereavement Leave

Section 1. 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 actually lost as a result of the death of his mother, step-mother, father, step-father, mother-in-law, father-in-law, brother, sister, son-in-law and daughter-in-law, or grandchild, and if living with the employee, a stepson or stepdaughter. Leave will not be granted unless the employee actually attends the funeral of the deceased.

Section 2. Employees will be given one (1) day off with pay to attend the funeral of a grandmother, grandfather, brother-in-law, and/or sister-in-law.

Section 3. The City or its Management or Supervisory personnel may request the employee to furnish proof of the relationship and/or of the death.

Section 4. Should employees desire time off to attend funerals for other than the immediate family, the Management and Supervisory personnel will make every effort to accommodate such requests, within the limits of production requirements. Any time off granted for this purpose will be without pay.

Section 5. Should an employee be requested by the family of a deceased employee or former employee to act as a pallbearer, the City will allow such request and pay each employee the lost time required to perform the duties, if the request by the family is made to the Management.

ARTICLE XXIII

Show-Up Pay

Section 1. Employees reporting for work on their regularly scheduled shifts, unless instructed not to report, shall be guaranteed a minimum two (2) consecutive hours of work, provided, however, the City shall have no obligation under this Section if failure to provide work is caused by any partial or total shutdown for reasons beyond the control of the City, as fire, power failure, storms or labor disputes involving the City's operation. Employees, assigned to snow removal shall be guaranteed at least eight (8) hours of pay duty who report for work and are then asked to leave after two (2) hours and to report back at a later hour to resume work.

Section 2. When the temperature falls below seven (7) degrees below zero at 6:00 a.m., as determined by the Supervisor and Steward based upon the thermometer and time clock at Central Services Garage, 2020 Jennifer Lane, the Solid Waste Division and Recycling Division employees will be excused from picking up their respective routes. (The City will purchase a digital thermometer to be installed at the Central Services Garage.) However, this clause shall not apply for more than five (5) consecutive days or when a double pick-up would be required. Pay shall be in accordance with Section 1of this Article. When the temperature is between seven (7) degrees below zero and zero (0) degrees, as determined by the Supervisor and Steward based upon the thermometer and time clock at the Central Services Garage, 2020

Jennifer Lane, the Recycle Division and Sold Waste Division employees will run their normal collection routes, but will receive an additional twenty dollars ($20.00) pay for that day.

ARTICLE XXIV

Grievance Procedure and Arbitration

Section 1. A Grievance is defined as any dispute between the City and the Union, or between the City and any employee covered by this Agreement, concerning the interpretation, application or claimed violation of any of the provisions of this Agreement.

Section 2. It is agreed that all grievances which may arise shall be handled in accordance with the following procedure, and that an earnest effort shall be made by both parties to settle promptly such grievances as may arise.

Step 1. Any employee having an alleged grievance will take it up with his supervisor as soon as possible from the time the alleged grievance occurred and may be accompanied by his Steward or Committeeman if he so wishes.

The Supervisor shall attempt to adjust the grievance and give his verbal reply within the next working day.

If no satisfactory adjustment is reached, Step 2 will follow.

Step 2. If the grievance is not settled in Step 1 the grievance shall be reduced to writing within three (3) days on an approved form signed by the Committeeman or Steward and presented to the Director or Management Representative concerned who shall give his written answer within three (3) days. If the grievance cannot be satisfactorily adjusted, a meeting shall be scheduled between the Superintendent or Management Representative and a representative of the Local and/or International Union. This meeting shall take place within five (5) days, and the Superintendent or Management Representative shall give his answer in writing within two (2) days after the meeting to the employee, committeeman or steward, and the Union office. Additional meetings may be held by mutual agreement between the City and the Union. The disposition of any grievance that is made in this step or the preceding steps hall be considered as final and binding by both parties unless it is appealed to the next step of the grievance procedure during the specified time or unless the Union notifies the City of its intent to submit the grievance to arbitration within thirty (30) calendar days.

The City and the Union shall jointly request the Federal Mediation and Conciliation Services to submit the names of five (5) arbitrators. The City shall have the right to strike two (2) names from the list and the Union shall strike two (2) names from the list. This shall be done alternately, one at a time, with a "flip of a coin" determining

the first party to strike a name. The arbitrator remaining shall be selected to conduct the arbitration proceedings. The fees and expenses of the Arbitrator, hearing room, etc.., shall be borne equally by the parties. Each party shall bear expense of its representatives and witnesses. The party ordering a record thereof shall bear the cost of such record, unless the other party desires a copy, in which case the total cost of the record shall be borne equally by the parties. Either party may request the presence of any necessary witness at the hearing.

The Arbitrator shall make his decision on the basis of the evidence, which is presented at the hearing, and shall do so within forty (40) calendar days of the date of the hearing.

The jurisdiction of the arbitration shall be limited to grievances arising out of the interpretation, application or claimed violation or this Agreement. The arbitrator shall not have jurisdiction to arbitrate provisions of a new agreement, nor to add to, subtract from or modify this Agreement or any supplement hereto. The arbitrator's responsibility is to decide as to whether or not there has been a violation of this Agreement. The arbitrator shall render an award in each and every case, in line with the provisions of this Section. The award of the arbitrator shall be final and binding on both parties.

Section 3. Any employee, Committeeman, or Steward who loses time during his regular scheduled working hours for the purpose of attending grievance meeting, except for arbitration hearings, under the terms of this Agreement, shall be compensated by the City at his regular hourly rate for such time lost.

Section 4. In the event any employee being discharged from employment believes that he has been unjustly dealt with, such grievances shall constitute a case for adjustment under the Grievance Procedure. Such case of discharge shall be taken up within three (3) working days from the date of discharge, starting under Section 2, Step 2, of this Article.

Section 5. No claims for back wages made by or on behalf of any employee covered by this Agreement shall be valid for a period of not more than thirty (30) days prior to the date on which the grievance concerning same is filed, in writing, with the City or prior to the date an alleged grievance is taken up with a supervisor, as provided for in Section 2, Step 1, of this article.

Section 6. Time limits set forth in this Article may be extended by mutual agreement. In the computation of time limits in this Article, Saturday, Sunday and Holidays will be excluded.

Section 7. Should an answer not be given by either party within the specified time limits as spelled out in the Steps, the grievance will be considered to have been settled.

ARTICLE XXV

Union Bulletin Boards

Section 1. The City will maintain bulletin boards in each Department 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 City property shall be used by the Union for posting of notices, advertisements, or information of any kind.

ARTICLE XXVI

Tool Replacement

Section 1. The City agrees to replace tools and tool boxes owned by the Mechanics lost due to catastrophic total loss while such tools are housed at the City-owned facility commonly known as Central Garage. The Mechanics shall provide a full inventory of all current tools and update such list as necessary. The City will provide each mechanic up to $600.00 (non-taxable) tool allowance for each year of the agreement, provided the Mechanics furnish receipt(s) of purchase.

ARTICLE XXVII

Insurance

Section 1. Insurance: All employees will be offered the City's group insurance program the first of the month following the completion of their probationary period. Effective May 1, 2018, employees participating in the City's group insurance program shall pay a percentage of the actual premium in accordance with the following schedule:

(a) Employee (Individual) Coverage – 6 percent of the actual premium for that level of coverage.

(b) Employee plus One Dependent – 25 percent of the actual premium for that level of coverage.

(c) Employee plus Two or More Dependents – 28.5 percent of the actual premium for that level of coverage.

The City 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 major illness 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. The City 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 agrees to invite a Union representative to participate in discussions with appropriate City representatives prior to implementation of any changes in carriers or benefits, but the decision of the City shall be determinative and final.

Section 2. Insurance Committee: The City and the Union agree to participate in an insurance committee established to review ways and means of controlling or reducing health insurance costs. The Insurance Committee may make recommendations to the City Council for changes in health coverage that are intended to reduce or minimize increases in health care premiums. One representative from the Union and two (2) management representatives will be eligible to participate as committee members. Recommendations may be made with two-thirds (2/3) majority of the committee. Any recommended changes remain subject to approval by the City Council. Any savings generated by plan changes that are enacted through the work of the committee following the execution of this Agreement shall result in a proportionate decrease in premium costs.

NOTE: City agrees to allow the Union to review all of the other city bargaining units' insurance language and will agree to a "ME TOO" clause as to insurance, if the IAM so requests in writing.

ARTICLE XXVIII

Safety

Section 1. The City agrees to maintain safe and healthful conditions in each Division. It shall be the policy of each Department to encourage the effective operation of a safety committee.

Section 2. The Union may have a representative from each of the following areas: Airport, Water Filter, City Hall, Central Services, and Central Garage to serve on the City Safety Committee.

Section 3. The City may prepare, issue and enforce work rules and safety regulations necessary for a safe, orderly and efficient operation.

Section 4. The City will provide the animal Control Officers duty clothing and equipment as needed.

Section 5. The City will reimburse up to $150.00 on the cost of safety boots or shoes per calendar year, provided the employee furnishes receipt(s) of purchase. This section excludes office clerical employees.

Section 6. The City will purchase three (3) safety shirts each year of the Agreement and one (1) safety hooded sweatshirt and one (1) heavy winter coat the first year of the Agreement and one (1) safety hooded sweatshirt each year thereafter.

Section 7. The City will furnish suitable seasonal permanent press work uniforms to include pants and shirts. The employee is responsible for turning in the soiled uniforms weekly for exchange. The uniforms are to be used only while on duty.

Section 8. The City will replace work gloves at the cost of $4.00 per pair.

Section 9. The City will furnish other items as so listed:

Airport: Rain gear – uniforms

Utilities – Filter: Rain gear – rubber boots - waders

Central Services Solid Waste Collection: Rain gear – rubber gloves

Sewer: Jersey gloves – rain gear – certain work gloves – one-half of snap on hood

Central Services Garage

Mechanic & Welder: Uniforms – rain gear – welding gloves and sleeves, plus provide two (2) sizes of welding jackets which will be kept at the garage.

Other Classifications: Rain gear

Central Services Water Meter, Street Cleaners, Forestry

Meter: Rain gear – uniforms

Street Cleaners: Full hoods – rain gear

Utilities – Waster Water: Rain gear – certain work gloves

Section 10. In the event the City requires any employee to wear any safety devices or protective wearing apparel, it will be furnished to the employee.

ARTICLE XXIX

Employee Certification/Licensing/Shift Differential

Section 1. Certified Operator Water Employees possessing the following licenses and working in the respective class shall receive the additional stated wage:

Class D – Twenty-five cents ($.25) per hour
Class C – Fifty cents ($.50) per hour
Class B – Fifty-five cents ($.55) per hour
Class A – One dollar ($1.00) per hour

Section 2. Certified Operator Wastewater Employees possessing the following licenses and working in the respective class shall receive the additional state wage:

Class 4 – Twenty-five cents ($.25) per hour
Class 3 – Fifty cents ($.50) per hour
Class 2 – Fifty-five ($.55) per hour
Class 1 – One dollar ($1.00) per hour

Section 3. There are eight ASE Certifications Mechanics may qualify for, which are as follows:

A1 – Engine Repair
A2 – Automatic Transmission/Trans-Axle
A3 – Manual Drive Train and Axle
A4 – Suspension and Steering
A5 – Brakes
A6 – Electrical/Electronic Systems
A7 – Heating and Air Conditioning
A8 – Engine Performance

Obtaining additional certifications is a matter of employee initiative. It is the policy of the City that equitable opportunity to attend certification training and testing be afforded to all mechanics, to the extent reasonably permitted by work load. Mechanics possessing the following numbers of certifications shall receive the additional stated wage:

Class 1 – Any two certifications – Twenty-five cents ($.25) per hour
Class 2 – Any four certifications – Eighty cents ($.80) per hour
Class 3 – Any six certifications – One dollar and fifty cents ($1.50) per hour
Class 4 – Any eight certifications – Two dollars ($2.00) per hour

Mechanics who obtain a "Master Certification and five (5) EVT Certifications" shall be paid an additional one dollar and fifty cents ($1.50) per hour.

Section 4. Night shift differential for regularly assigned second shift shall be forty cents ($.40) per hour and seventy-five cents ($.75) per hour for regularly assigned third shift. Such differential shall be included in the computation of overtime.

Section 5. On an excavation project where the depth of the excavation meets or exceeds three (3) foot in depth, excluding potholing, the City will pay the designated

competent person $1.25 per hour additional pay for the day to sign off and take responsibility for the safety aspects of the job. Where possible, the City shall assign a supervisor or team leader the responsibility.

ARTICLE XXX

Worker's Compensation

Section 1. Employees, who are injured and sent to the doctor shall be paid for the time spent in going to the place of treatment, waiting for and receiving treatment, and returning to their place of employment and, if in the opinion of the doctor the employee is sent home due to such injury, he shall be paid his hourly wage up to the end of his normal work day for the day of the injury only. Employee cannot accumulate benefits while on worker's compensation leave, until employer receives proper documentation of employee's ability to return to employment duties.

ARTICLE XXXI

General Terms

Section 1. This Agreement supersedes and cancels all prior practices, memoranda of understanding and agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

Section 2. Employees shall not be required at any time to do search and/or surveillance on any person, place or thing.

Section 3. Employees shall maintain his or her bonafide place of residence within the boundaries of Adams County, Illinois. "Bonafide place of residence" shall mean the domicile or place where the employee lives and has his or her true, permanent home, and to which, whenever the employee is absent, he or she has an intention of returning. Any non-resident applicant for employment may be employed by the City subject to the condition or requirement that such employee establish and maintain his or her residence within the boundaries of Adams County, Illinois within six (6) months of the effective date of appointment or employment by the City. Failure to comply with the requirements of this policy shall be deemed good, just or sufficient cause for discharge or termination of employment of said employee.

Section 4. Any new programs offered by the City after May 1, 2011, for employee fitness shall be offered to Union employees as well.

Section 5. The City shall be allowed to employ temporary summer help for mowing of grass, weed abatement, nuisance and general clean-up, misc. painting. The

summer help shall not be allowed to operate chainsaws, pole saws, wood chipper, jack hammers or work in any type of excavation.

Section 6. Employees shall be allowed two (2) fifteen (15) minute breaks per day which cannot be combined to stop at local convenience stores in close proximity to their worksite to use the restroom, buy drinks, and/or snacks.

ARTICLE XXXII

Production Work by Supervisors

Section 1. Production work by supervisors shall always be permitted in the following cases:

(a) Emergencies

(b) Instruction of employees

(c) Operational difficulties

ARTICLE XXXIII

Labor/Management Committee

Section 1. A Labor/Management Committee meeting will be held once a quarter on the fourth Wednesday at 3:00 p.m. The meetings shall not exceed one (1) hour unless both parties agree to an extension. These meetings may be attended by three (3) Union Committee Members, Union Business Representative and members of Management.

ARTICLE XXXIV

Purging of Personnel Files

Section 1. Any received documentation of discipline shall remain in the employee's personnel file. However, such documentation cannot be used to establish progressive discipline in accordance with the following schedule:

(a) Verbal or Written Reprimand – after one (1) year from the date of the write-up

(b) Suspension – after five (5) years from the return-to-work date following the suspension

If a new disciplinary action is taken against an employee with discipline subject to the above schedules, the time frames for all previous disciplinary actions subject to the above schedule shall reset to the then current date.

ARTICLE XXXV

CDL License

Section 1. All employees excluding clerical will be required to obtain and maintain a driver's and a CDL license (air brake). Current employees who were not required to have a CDL prior to this new agreement, excluding office and clerical, may have up to two (2) years to obtain a CDL license. The City will grandfather any employee who cannot pass criteria to take the test. The City of Quincy will reimburse all employees, required to have a CDL License, the cost of the CDL License minus the cost of a regular driver's license.

Section 2. All new full-time employees must have CDL License within thirty (30) days after being hired full-time.

Section 3. Full-time employees who have more than ninety (90) days of service with the City must have a valid CDL License before they can bid on any positions that require a CDL License.

Section 4. If an employee has his CDL License suspended for too many traffic violations or for driving while under the influence or driving while intoxicated, he will be in a disciplinary situation, which could include discharge.

ARTICLE XXXVI

Salaries

The base salaries covered by this Agreement shall be as shown in the following tables.

EFFECTIVE MAY 1, 2018		
Labor Grade	**Rate Range Dollars Per Hour**	**Job Title**
10	**23.28-23.47**	Meter Repairman – Meter Shop Utility Locator – Water Distribution
9	**21.85-22.01**	Maintenance Man – Water Treatment Mechanic – Central Services Welder – Central Services Service Technician – Meter Shop Tree Trimmer – Central Services Excavator – Water Distribution Excavator – Sewer
8	**21.49-21.66**	Operator Technician – Water Treatment Engineering Technician – Central Services Airport Pool Technician

7A	21.35-21.52	Heavy Equipment Operator – Central Services Painter – Central Services Valve & Hydrant Man – Water Distribution Pipeman - Water Distribution Pipeman - Sewer Operator – Central Services Building & Grounds Maintenance – Central Services
7	21.08-21.22	Assistant Maintenance Man – Water Treatment Public Contact Clerk – Water Clerical Animal Control Officer – Police
6A	21.03-21.21	Helper – Central Services Collector/Recycle – Central Services
6	20.75-20.94	Meter Reader – Meter Shop Records Clerk/Typist – Police Receptionist/Clerk = Police Records Clerk – Police
5A	20.55-20.82	Labor/Driver Garbage Truck – Central Services Utility Maintenance – Central Services
5	20.37-20.55	
4	19.90-20.09	Receptionist/Typist and Secretary – Fire
1	18.74-18.87	Custodian – City Hall

EFFECTIVE MAY 1, 2019		
Labor Grade	**Rate Range Dollars Per Hour**	**Job Title**
10	23.86-24.06	Meter Repairman – Meter Shop Utility Locator – Water Distribution
9	22.40-22.56	Maintenance Man – Water Treatment Mechanic – Central Services Welder – Central Services Service Technician – Meter Shop Tree Trimmer – Central Services Excavator – Water Distribution Excavator – Sewer
8	22.03-22.20	Operator Technician – Water Treatment Engineering Technician – Central Services Airport Pool Technician
7A	21.88-22.06	Heavy Equipment Operator – Central Services Painter – Central Services Valve & Hydrant Man – Water Distribution Pipeman – Water Distribution Pipeman - Sewer Operator – Central Services Building & Grounds Maintenance – Central Services
7	21.61-21.76	Assistant Maintenance Man – Water Treatment Public Contract Clerk – Water Clerical Animal Control Officer – Police
6A	21.56-21.74	Helper – Central Services Collector/Recycle – Central Services Airport Pool Technicians

6	21.27-21.46	Meter Reader – Meter Shop Records Clerk/Typist – Police Receptionist/Clerk – Police Records Clerk – Police
5A	21.07-21.34	Labor/Driver Garbage Truck – Central Services Utility Maintenance – Central Services
5	20.88-21.06	
4	20.40-20.59	Receptionist/Typist and Secretary – Fire
1	19.21-19.34	Custodian – City Hall

EFFECTIVE MAY 1, 2020		
Labor Grade	**Rate Range Dollars Per Hour**	**Job Title**
10	24.52-24.72	Meter Repairman – Meter Shop Utility Locator – Water Distribution
9	23.02-23.18	Maintenance Man – Water Treatment Mechanic – Central Services Welder – Central Services Service Technician – Meter Shop Tree Trimmer – Central Services Excavator – Water Distribution Excavator – Sewer
8	22.64-22.81	Operator Technician – Water Treatment Engineering Technician – Central Services Airport Pool Technician
7A	22.48-22.67	Heavy Equipment Operator – Central Services Painter – Central Services Valve & Hydrant Man – Water Distribution Pipeman – Water Distribution Pipeman – Sewer Operator – Central Services Building & Grounds Maintenance – Central Services
7	22.20-22.36	Assistant Maintenance Man – Water Treatment Public Contact Clerk – Water Clerical Animal Control Officer – Police Records Clerk/Typist – Police Receptionist/Clerk – Police Records Clerk - Police
6A	22.15-22.34	Helper – Central Services Collector/Recycle – Central Services
6	21.85-22.05	Meter Reader – Meter Shop
5A	21.65-21.93	Labor/Driver Garbage Truck – Central Services Utility Maintenance – Central Services
5	21.45-21.64	
4	20.96-21.16	Receptionist/Typist and Secretary – Fire
1	19.74-19.87	Custodian – City Hall

In witness whereof the said City of Quincy has caused its name to be hereunto subscribed by the Mayor of the City of Quincy pursuant to the approval and authority of the City Council of the City of Quincy and the said Union has caused its name to be hereunto subscribed by the Business Representative of Lodge No. 822-District No. 9, International Association of Machinists and Aerospace Workers, pursuant to approval and authority of said Union said names being described this _____ day of _____, 2018.

DISTRICT NO. 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

BY _____
Business Representative

DATE 12-20-18

BY _____
Committee Person

DATE 12-20-18

BY _____
Committee Person

DATE 12-20-18

BY _____
Committee Person

DATE 12-27-18

CITY OF QUINCY, ILLINOIS

BY _____
City of Quincy Mayor

DATE 12/19/18

BY _____
Human Resource Manager

DATE 12/19/18

lk/OPEIU#13
12/11/18