

Bargaining Agreement

Between

The City of LaSalle, Illinois

And

The American Federation of State, County, and Municipal

Employees, AFL-CIO

Local 2823

May 1, 2022 to April 30, 2026

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PREAMBLE

This Agreement, entered into by the City of LaSalle, LaSalle County, Illinois, hereinafter referred to as the Employer or the City, and American Federation of State, County, and Municipal Employees, Council 31, AFL-CIO for and on behalf of the City of LaSalle Employees Local Union #2823, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and other conditions of employment; and the provision for efficient and uninterrupted services for the citizens of the City.

ARTICLE I
RECOGNITION

Section 1 - Recognition

The Employer recognizes AFSCME Council 31 for and on behalf of the City of LaSalle Employees Local Union as the exclusive bargaining agent for the purpose of establishing Wages, hours, working conditions and other conditions of employment for the following units of full - time and permanent part - time employees certified by the Illinois Labor Relations Board under Case No. S - VR - 95 - 11 dated March 1, 1995:

Billing Clerk	Payroll/Bookkeeper
Dispatcher/Telecommunicator	Superintendent of Water Treatment
Foreman	Superintendent of Wastewater
Laborer	Laborer/Groundskeeper
Laborer / Operator	Laborer II/Mechanic

The Parties agree that the titles listed in Appendix A, "Wage Schedule", are included in the bargaining unit.

Excluded: All supervisory, confidential, and managerial employees as defined in the Act.

Section 2 - New Classifications

The City has the right to establish new positions and shall notify the Union President of any such positions, which are included in the Unit. The City shall establish the initial pay for any new bargaining unit job subject to the Union's agreement. If the parties cannot reach agreement within thirty (30) calendar days from the date of notice, the Union may appeal the proposed pay grade to the arbitration step of the grievance procedure.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision. If the Arbitrator rules to increase the pay grade, such rate increase or decrease shall be retroactive to the date of installation. The filling on any new position classification shall be done in accordance with the procedures for posting and bidding contained in the Agreement.

Section 3 - Probation

The probationary period shall be one hundred eighty (180) days. The probationary period refers to employment status only, and to the extent expressly set forth in this Agreement, allows a probationary employee to receive certain benefits of this agreement prior to the completion of the probationary period, except that the City may suspend or discharge a probationary employee and such action shall be final, and the employee and the Union shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

ARTICLE II

NON DISCRIMINATION

Section 1 - Prohibition Against Discrimination

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, disability, sexual orientation, union activities or other non - merit factors.

Section 2 – Alleged Violations

Alleged violations of this provision shall be pursued through the appropriate state or federal court or administrative agency, and not through the grievance process.

Section 3 – Reasonable Accommodation Under the American’s Disabilities Act.

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act (ADA), or such an accommodation is otherwise contemplated by the Employer, the Employee and/or the Union will meet to discuss the matter. If the Employer, the Employee and the Union reach agreement, such agreement shall be binding on the Employer, the Union and all Employees. It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this agreement to the extent practicable; however, nothing herein shall require the Employer to violate the ADA or any other Federal, State or Municipal law.

ARTICLE III

MANAGEMENT RIGHTS

Section 1 – Rights

The City retains and reserves unto itself all powers, rights, authority, duties, and responsibilities, which statutorily and customarily are vested in and are exercised by public employers in the State of Illinois, including those expressed in the Illinois Public Labor Relations Act.

Accordingly, except as amended, changed or modified by this Agreement, among the rights the City retains are the exclusive right to determine its mission and set standards of service offered to the public; maintain absolute discretion regarding its overall budget; plan and determine the organizational structure and operations of all City departments; determine the size and composition of the workforce; select all City employees and direct their work; assign, allocate, evaluate and transfer employees; introduce new methods of operation; maintain efficiency; suspend, discipline or discharge employees for just cause; layoff or relieve employees from duty because of lack of work or other legitimate reasons; and

establish, change and enforce reasonable rules of conduct and regulations not inconsistent with this Agreement.

Section 2 – Exercise of rights

The exercise or non – exercise of rights retained in this Article by the City shall not be deemed to waive any such right or the discretion to exercise any such right in some other way in the future. The City shall not exercise its rights in a manner that is arbitrary or capricious.

ARTICLE IV **CHECK OFF AND UNION SECURITY**

Section 1 – Deductions

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- a. Union membership dues, assessments, or fees;
- b. Union sponsored benefit programs;
- c. P. E. O. P. L. E. contributions.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted Bi-weekly to the Union at the address designated in writing to the Employer by the Union. The remittance shall be accompanied by a list that shall include name, address and last 4 digits of social security number. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 2 – Union Security

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

Section 3 - Indemnification

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

ARTICLE V
GRIEVANCE PROCEDURE

Section 1 - Grievance

A. Grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or arising out of other circumstances or conditions of employment.

Grievances may be processed by the Union on behalf of any employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant a representing group of grievants present at any step of the grievance procedure, and the employee is entitled to union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 2 - Grievance Steps

Step 1- Mayor's Designee

The Employee and / or the Union shall present the grievance to the Mayor's designee. All grievances must be presented not later than ten (10) working days from the date the grievant became aware of the occurrence giving rise to the complaint. Unless mutually agreed otherwise, the parties shall meet to discuss the grievance within five (5) working days after the grievance is presented. The Mayor's designee shall respond to the grievance within five (5) working days after that meeting. If the oral grievance is not resolved at Step 1, the Comptroller shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance. In those circumstances where securing the signature of the Comptroller who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the Mayor's designee for such signature.

Step 2 - Mayor and City Council

If the grievance is still unresolved, it shall be presented by the Union to the Mayor and City Council in writing within ten (10) working days after receipt of the Step 1 response or after the Step 1 response is due, whichever is earliest. The written grievance shall contain a statement of the grievants complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance. Within ten (10) working days after receipt of the written grievance the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Mayor and City Council or designee shall give his / her written response within ten (10) working days following the meeting. If no meeting is held, the Mayor and City Council or

his / her designee shall respond in writing to the grievance within fifteen (15) working days of receipt of the grievance.

Step 3 - Arbitration

If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within thirty (30) working days after the step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Step 3. If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet or hold other discussions to select an arbitrator, from a list mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within the ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his / her selection by a joint letter from the Employer and the Union, requesting that he / she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

A. Arbitration Procedures.

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. Both the Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and / or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The Arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Section 3 - Time Limits

- a) Grievances may be withdrawn at any step of the Grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) The Employer's failure to respond within the time limits shall automatically advance the grievance to the next steps.

Section 4 - Time Off, Meeting space and Telephone Use

a. Time Off: The grievant(s) and / or the Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant that is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file, or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor or designee of any unit to be visited, and such arrangements shall not be denied unreasonably.

b. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 5 - Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 6 - Pertinent Witnesses and Information

The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto, governing the dissemination of such materials.

ARTICLE VI

DISCIPLINE

Section 1 - Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension of not more than 30 days
- d. Discharge

Nevertheless, certain offenses may be so serious or aggravated that the City may skip one or more of the progressive discipline steps. Disciplinary action may be imposed upon an employee only for just cause.

Section 2 - Manner of Discipline

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 3 - Pre-Disciplinary Meeting

With respect to discipline other than oral reprimands, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such. The Employer and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union Representation, a Union representative shall nevertheless be entitled to be present as a non- active participant at any and all such meetings.

Section 4 - Notification and Measure of Disciplinary Action

- a. In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reason therefore.
- b. An employee shall be entitled to the presence of a grievance representative at an investigatory interview, or any other such meeting, if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him / her. Such union representative may be present during an investigatory interview for the purpose of clarifying and rebutting issues and otherwise protecting an employee's rights under the Collective Bargaining Agreement.

Section 5 - Removal of Discipline

a. If after a period of twelve months from the date of receiving an oral or written reprimand an employee has received no other discipline related to, or for an offense similar to the original reprimand, the discipline will be removed from the employee's record. The discipline shall not be used in any manner or forum adverse to the employee's interest.

b. If after a period of two years from the date of a suspension and, an employee has no other discipline related to, or for an offense similar to the original suspension, the suspension will be removed from the employee's record. The record of suspension shall not be used in any manner or forum adverse to the employee's interest.

ARTICLE VII

UNION RIGHTS

Section 1 - Union activity During Working Hours

Employees shall, after receiving permission from their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, labor/management meetings, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants. Permission shall not be unreasonably denied.

Section 2 - Access to Premises by Union Representatives

The employer will provide the union and staff representatives with information and access to employees as required by law.

Section 3 -Time Off for Union Activities

No more than (2) Local Union representatives shall be allowed time off per calendar year with pay, not to exceed seven (7) days each per year, for legitimate Union business such as Union meetings, State or area wide Union committee meetings, Certified Steward Training, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence.

Section 4 - Union Bulletin Boards

The Employer shall provide bulletin boards, approximately three (3) feet by four (4) feet in size, and /or space at each work location. The boards shall be for the sole and exclusive use of the Union in informing employees about legitimate Union business. The items posted shall not be political, partisan or defamatory in nature. The City reserves the right to remove any such inappropriate item posted on City property. The Employer shall promptly notify and meet with the appropriate Local Union representative to discuss the reasons for such removal.

Section 5 - Information provided to Union

The Employer shall send, by mail, the following information to the AFSCME Council 31 Springfield office on May 1st of each year: bargaining unit employees' names, date of hire, current address, phone number and last four digits of the social security number. In addition, upon request, the Employer shall furnish the Union every six (6) months the current seniority rosters applicable under the seniority provisions of this agreement.

Section 6 - Union Orientation for New Hires

The Union President or designee, the Membership Chairperson and Safety Chairperson shall be permitted the time during normal working hours to give new hires a brief orientation.

ARTICLE VIII **LABOR / MANAGEMENT COMMITTEE**

For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern there shall be quarterly labor - management meetings. Such meetings shall be at a regularly scheduled time, day, and place mutually agreed to by the parties and each party shall prepare and submit an agenda to the other at least one week in advance of the scheduled meeting. Should extenuating circumstances prevent either party from attending, said party shall notify the other party to re - schedule such meeting to a date and time mutually agreed upon.

ARTICLE IX **SAFETY AND HEALTH**

Section 1 - General Duty

The Employer shall provide a safe and healthful work place. Employees have the obligation to obey all safety rules and policies.

Section 2 - Protective Clothing and Safety Glasses

Protective clothing required by the nature of the job shall be provided and cleaned by the Employer. The Employer agrees to pay 100% of the cost up to \$350 dollars of prescription safety glasses and pay for replacement or repair of safety glasses if damaged on the job, except when the damage is due to employee neglect. Clerical staff and dispatchers are excluded from this benefit. In the event of cross training or any emergency situation, safety glasses can be worn over the employee's prescription glasses. Any employee who voluntarily leaves our employment within a six month period of claiming this benefit shall reimburse the City for the full amount of the benefit they received.

Section 3 - Inclement Weather Gear

In the event an employee is assigned duties that include an outdoor assignment exposing the employee to adverse conditions, the Employer will make available for the duration of the shift outwear appropriate to such adverse weather conditions and, if necessary, overshoes.

Section 4 - The Right to Know about Workplace Toxins

Upon request, all employees shall be provided information on all toxic substances in the workplace with which they work or are likely to come in contact. Toxic substances shall be defined as those substances recognized or suspected of creating a potential health hazard. Information provided to employees shall include the generic and trade name of the (chemical) substance, the level of exposure considered hazardous, symptoms of hazardous exposure, long and short-term effects of hazardous exposure, data on flammability, explosiveness and reactivity, proper use of the substance, clean up procedures in case of spill, and emergency treatment. Employers shall not be required to provide the chemical or generic names of individual substances in chemical compounds which are registered with the appropriate federal government agency as a trade secret but shall be required to provide all other above- noted information. Requests shall be made to the employer in writing. When requested, such information shall be made available within three (3) working days. If the employee reasonably believes the substance(s) in question is potentially hazardous, he or she may refuse to work with those substance(s) until the requested information is provided.

Section 5 -Safety Inspections

The Union Safety Representative and the Union president or their designee, shall be given the opportunity to accompany the State or Federal inspector during a safety inspection.

Section 6 - Physical Exams

Employees who have five (5) or more years of seniority shall receive \$100 toward the cost of a physical exam every three (3) years.

Section 7 — Light Duty

The City may require an employee who is on duty-related injury leave for more than three (3) consecutive duty shifts to return to work in a light duty assignment

provided the employee's physician or the City's physician has reasonably determined that the employee physically capable of performing the light duty assignment.

Light Duty assignments shall be subject to the following conditions:

1. Such a light duty assignment is available and the employee is presently qualified to perform the duties of such assignment or can be qualified to perform with a minimum of training.
2. The employee's physician or the City's physician has reasonably determined that the employee is physically capable of performing the light duty assignment without significant risk that such return to work will aggravate any pre-existing injury.
3. A reasonable expectation exists that the employee will be able to assume full duties and responsibilities within a reasonable time, not to exceed twelve (12) months from the first date of injury, unless by mutual agreement.

Nothing in this section shall diminish, impair, or affect the rights and benefits of any employee eligible to receive benefits as a result of an off-duty injury or sickness.

Any salary compensation due the injured employee from Worker's Compensation or any salary due to the injured employee from any type of insurance that may be carried by the City shall revert to the City during the time for which continuing compensation is paid to the injured employee,

Any payment for medical, hospital, doctors, or other items payable under Worker's Compensation shall not revert to the City.

The City shall not enact any ordinance, rule, or regulation that bars or has the effect of barring the rights of employees injured in the line of duty from continuing to exercise their rights to file and have their claims heard and determined according to the provisions of the Illinois Workers' Compensation Act '(820 ILCS 305/1 et seq.). This provision shall not negate the right of the City to receive credit for benefits provided by the Illinois Workers' Compensation Act against benefits otherwise required of or provided by the City by way of contract, law, ordinance, or policy.

ARTICLE X

HOURS OF WORK

Section 1 - Regular Hours

The regular hours of work each day will be consecutive except that they may be interrupted by;

a. "Rest periods"

There shall be (2) periods of (15) minutes each during each regular shift; one during the first half of the shift and one during the second half of the shift. Past practice in Water and Wastewater Departments regarding rest periods shall be maintained for the duration of this agreement.

b. "Meal Periods"

Work schedules shall provide for the workday to be broken at approximately mid - point by an uninterrupted, unpaid meal period of one - half (1/2) hour. Employees shall have the right to leave the work site during such periods.

Section 2 - Work Week

The work week shall consist of five (5) pre-scheduled eight (8) hour. days Monday thru Friday.

Section 3 - Workday

Eight (8) consecutive hours of work within a 24-hour period beginning at the scheduled time shall constitute the regular workday.

Section 4 - Work Schedule

Work schedules showing the employees' shift, workdays and hours shall be posted at a convenient place and time. Current schedules for all departments as set forth in Appendix B shall be maintained. Failure to post shall not excuse employees from the requirement of working the shift, days and hours notified. Except for emergency situations, work schedules will not be changed unless proven operational needs of the Employer so necessitate. Changes for reasons other than operational needs may be made only by mutual agreement. However, prior to any schedule change the effected employee(s) shall receive at least five (5) working days notice.

Section 5 - New Hire Employees.

New hired employees, hired 5/1/2018 and after, may be required to work weekends and may also be required to obtain full licenses in a reasonable time.

ARTICLE XI

OVERTIME

Section 1 -Rate of Pay

Time and one - half of the employee's regular hourly rate of pay or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. Daily - Overtime shall be paid for all hours worked exceeding the regularly scheduled eight (8) hour day in that day.
- b. Weekly - Overtime shall be paid for all work performed in excess of forty (40) hours in any work week, or work period in the case of employees of the Police Department) provided the employee works or is compensated for (40) hours as per this agreement.
- c. Before and After Regular Hours - Overtime shall be paid for all work performed before or after any scheduled work shift, provided the employee works or is compensated as per this Agreement for eight (8) hours a day and / or forty (40) hour per week.

Section 2 - Distribution of Overtime

Overtime shall be distributed as equally as possible among the employees in the department who normally perform the work. It shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given the first opportunity. For purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned. New employees shall be credited with the average number of overtime hours worked by all employees in the department as of the date of hire. The employer shall post overtime charts in each department.

Section 3 - Call - Out Pay

Any employee called out to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours premium pay at the applicable rate. If the employee is called back to take care of an emergency within the original two (2) hour call out window the employee will not be entitled to a second two (2) hours of pay for the call out. The Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra non-essential work.

Section 4 — Paid Rest Time-Public Works Department

If the event that an employee works for 16 hours within a 24-hour period, that employee will be compensated for an additional eight (8) hours of straight time the following day as paid rest time.

ARTICLE XII

HOLIDAYS

Section 1 - Holidays recognized and Observed

The following days shall be recognized and observed as paid holidays. Employee shall receive one day's pay or a compensatory day off with pay for each of the holidays listed below:

New Year's Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
July 4 th	Christmas Day
Labor Day	

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

When Christmas Eve and Christmas day fall on Friday & Saturday or Sunday & Monday, where one of the days is already an observed holiday, it shall be decided by mutual agreement of Management and AFSCME 2823 as to which day they will take as the observed day, Either before or after the two holidays.

Section 2 - Compensatory Day

When a holiday falls on an employee's scheduled day off, equivalent time off will be granted within a time mutually agreed to, at a time convenient to the employee and consistent with the Employer's operational needs.

Section 3 - Compensation for Holiday's Worked

Each employee who, because of the nature of his or her duty, and at the request of his or her supervisor, is scheduled to work on any holiday shall be paid double time and one-half as follows: time and one-half for the time worked and eight (8) hours of holiday pay.

Section 4 - Eligibility

To be eligible for holiday pay, the employee shall work the employee's last scheduled workday before the holiday and the first scheduled workday after the holiday, unless absence on either or both of these days is for good cause and approved by the Employer.

Section 5 - Calendar Holiday on Scheduled Day Off

In addition to the regular hourly wages or normal time off due an employee as holiday pay, employees who are called in to work on their day off shall be paid at the rate of double time for hours actual worked on a calendar holiday, not the observed day.

Section 6 - Rotating of Holidays

Past practices of rotating holidays off in the Wastewater and Water Plants shall continue for the duration of this agreement.

ARTICLE XIII

VACATIONS

Section 1 - Accrual

Employees shall earn vacation time in accordance with the following schedule and eligibility for vacation shall be determined by an employee's date of hire.

- a. After 1 year of service - 1 week (5 working days)
- b. After 2 years of service - 2 weeks (10 working days)
- c. After 5 years of service - 3 weeks (15 working days)
- d. After 10 years of service - 4 weeks (20 working days)
- e. After 17 years of service - 5 weeks (25 working days)
- f. After 25 years of service - one (1) additional day
- g. After 26 years of service - one (1) additional day
- h. After 27 years of service - one (1) additional day
- i. After 28 years of service - one (1) additional day
- j. After 29 years of service - one (1) additional day

Vacation shall be earned during the twelve (12) month period prior to the employees' anniversary date of hire. The date of hire shall determine when an employee earns an additional week of vacation. The regular vacation pay shall be an employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 2 – Use

Vacation time may be taken in increments of not less than one - half (1/2) day at a time, and at any time after it is earned. Vacation time shall not be accumulated for more than twelve (12) months following the anniversary date.

Section 3 - Vacation Schedules

In establishing vacation schedules, the department head shall consider both the employee's preference and the operating needs of the department. Vacation shall be granted at the time requested by the employee as long as no disruption of work will occur. The department head will determine whether or not any disruption of work will occur, and such determination will not be made unreasonably.

a. Vacation Schedule by Seniority

On or before January 1st of each year, employees may submit in writing to the department head their preference(s) for vacation, provided an employee may not submit more than three (3) preferences. An employee's preference shall be defined as a specific block of time uninterrupted by workdays. Employees who submit their preferences by January 1st shall be notified by the department head, of the vacation schedules by February 1st of that calendar year. In case of conflicting requests where the department head is unable to grant and schedule vacation preferences for all employees but is able to grant some (one or more) employees such preferred vacation period(s), vacation preferences granted shall be done on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee.

b. Other Vacation Requests

In case of conflicting vacation requests submitted to the department head after March 1st, vacation requests which are granted shall be granted in the order in which such requests were received.

c. Cancellation of Approved Vacation Time

Once scheduled vacation is approved it may only be cancelled by the Employer if the department's operating needs require that employee's services. The necessity of an overtime assignment shall not be a consideration in the cancellation of an approved vacation.

d. Payment in Lieu of Vacation

If because of operating needs, or other legitimate reasons (including leaves), the Employer cannot grant an employee's request for vacation time within a 12-month period after the expiration of the calendar year in which such time is earned, such vacation time may, upon recommendation of the department head, be carried over for one (1) additional year.

Section 4 - Payment on Separation or Death of Employee

Upon termination of employment or the death of an employee, any and all earned but unused vacation shall be liquidated in a cash payment to the terminating employee, or in the case of the death of the employee, to the employee's estate.

ARTICLE XIV

SICK LEAVE

Section 1 - Accrual & Use

Each full-time employee shall accrue one (1) sick day per month starting from date of hire. Sick leave may be taken in one (1) hour increments. There shall be a limit of one hundred twenty (120) days that may be accrued for the benefit of cash compensation as stated in section 3.

Sick leave shall be used for the illness of the employee or serious illness of members of the employee's immediate family. For purposes of this section, immediate family shall be defined as the employee's spouse, mother, father, and minor children and stepchildren who actually reside with the employee.

Section 2 - Verification

The employer may require evidence of illness when there exists just cause or reasonable suspicion of sick leave abuse. Any absence of three (3) consecutive days may require verification in the form of a letter or written report from a medical doctor designating the ailment, treatment, and the requirement that the employee be absent from work. The employer will not discipline an employee for legitimate use of sick leave; however, employees who abuse sick leave are subject to discipline in accordance with the provisions of this agreement.

Section 3 - Unused Sick Leave Buyback and IMRF

An employee shall be compensated in cash for any and all accumulated unused sick leave up to a maximum of 120 days at the time of death, retirement, or lay off from the City of LaSalle. The rate of pay shall be determined by the employee's straight time hourly rate of pay on his/her last day of service. For the purposes of this section retirement shall mean actual receipt of an IMRF pension. Employees shall be given the option to use their sick leave buyback debited on a monthly basis to offset health insurance expenses upon retirement.

Section 4 - Catastrophic Sick Leave

An employee having exhausted all accumulated sick leave and other paid sick leave may request up to thirty (30) additional sick leave days. Catastrophic illness shall mean a non-duty related illness or injury which would cause an employee to be off work for a period of time without pay that would cause financial hardship. The first fifteen (15) days shall be borrowed from the employee's anticipated sick leave. The City shall provide the last fifteen (15) days.

An employee shall make all requests for catastrophic sick leave in writing to his immediate supervisor for his recommendation to the City administration. A request for catastrophic sick leave shall be reviewed based upon the totality of circumstances surrounding the need / reason for the request. The City's decision shall be final and binding and not subject to the grievance procedure contained in this agreement. Among the factors to be considered in making such determination shall be the following: past use / abuse of sick leave;

severity of illness / injury; other mitigating or aggravating factors that may be presented to the City by the employee.

In the event an employee leaves the employment of the City for any reason other than retirement or disability with a negative sick leave balance, the amount owed shall be deducted from the employee's final paycheck.

ARTICLE XV

OTHER PAID LEAVE

Section 1- Bereavement

In the event of the death in the immediate family of an employee (spouse, child, parent, stepparents, brother, sister, mother / father-in-law, grandparents-in-law, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law, stepchildren of current spouse). The employee shall be granted three (3) working days off with pay during the period of bereavement. An employee may request authorization for bereavement leave involving deaths other than those listed above where the employee considers such leave justified. Additionally, one day off with pay shall be granted for the purpose of an employee acting as a pall bearer in a funeral, or for the death of an aunt or uncle.

Section 2 - Jury and Grand Jury Duty

Leave with pay will be granted to bargaining unit employees for time spent in Jury and Grand Jury service. Evening and night shift employees will be granted leave for Jury and Grand Jury service, even though such service occurs during the daytime, if reporting to work would impose as unreasonable hardship on the employee. Employees shall be paid the difference, if any, between any Jury duty compensation they receive and their regular wages for each day of Jury duty.

When an employee is required to spend off duty time in a local court on behalf of the city, the employee shall receive overtime pay for all hours worked with a minimum pay guarantee of two (2) hours pay at the rate of time and one half for court appearances in La Salle/Peru: and four (4) hours, provided the employee is actually in such court, outside La Salle/Peru for at least one (1) hour. An employee shall receive two (2) hours overtime pay if the court appearance is cancelled on the day the employee is to appear.

Section 3 - Personal Days

a. Accrual

Each employee shall have four (4) personal days per year, to be credited on May 1st. New employees who are hired after May 1st shall be given credit for personal days at the rate of one - half ($\frac{1}{2}$) day for each two (2) months remaining in the fiscal year which they were hired.

b. Use.

Except for those emergency situations which preclude the making of prior arrangements, use of personal days shall be scheduled sufficiently in advance to be consistent with the operating needs of the Employer. When an employee is claiming an emergency situation regarding the use of a personal business day, the Employer has the right to inquire as to the nature of the emergency. The Employer shall not otherwise require an employee to give a reason as a condition for approving the use of personal days provided however that prior approval for the requested personal day has been obtained. Approval will not be arbitrarily withheld. The creation of overtime will not be a consideration in the granting of a personal day. Personal days may be taken in one (1) hour increments.

Section 4 - Service Connected Injury or Illness

An employee who suffers an on-the-job injury or who contracts a service connected disease shall be allowed full pay during the first thirty (30) work days of absence without utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service - connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall restore to the Employer the dollar equivalent which duplicates payments received as sick leave days, and the Employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers an on - the - job injury or who contracts a service - connected disease shall not be required to utilize any accumulated sick days prior to being granted an illness or injury leave under this section.

Section 5 - Educational Leave

The City shall provide paid leave and reimburse employees for expenses related to professional conferences, training, and seminars when either attendance has been required of the employee by the city or has been approved by the Employer. Full time employees may apply for tuition reimbursement for courses or other educational programs in an accredited university, college, or adult education program or other school or authorized training recognized by the Employer for the purpose of education in subjects relating to the work of the employee and which will benefit the employee and the City. The employee must submit a written application for the education program and it must receive written approval of the department head. The City will provide one hundred percent (100%) reimbursement of tuition, books, and mileage for approved, education courses provided the employee successfully completes the course with a passing grade. If, in the best interest of the City, an employee may be allowed to attend classes during working hours with the department head's approval.

ARTICLE XVI
LEAVES OF ABSENCE

Section 1 - General Leave

The Employer may grant leave of absence without pay to employees for periods not to exceed three (3) months. Such leaves may be extended for good cause by the Employer for additional three (3) month periods.

Section 2 - Leave for Elected Office

Any employee who is elected to a public office shall, upon receipt, be granted a leave of absence for the duration of the elected term. Where the duties of the public office are part time, the employee shall be granted time off as required to attend to those official duties.

Section 3 Military & Veteran's Leave

Military leave will be provided in accordance with applicable law.

Section 4 - Family Responsibility Leave

a. An employee who wishes to be absent from work in order to meet or fulfill responsibilities, as defined in subsection (c) below, arising from the employee's role in his or her family or as head of the household may, upon request, be granted a Family Responsibility Leave for a period not to exceed one year. Such request shall not be unreasonably denied and may be extended. Any leave that is taken for an FMLA qualifying purpose shall be counted as FMLA as opposed to FRL.

b. Any request for such leave shall be in writing by the employee reasonably in advance of the leave unless precluded by emergency conditions, stating the purpose of the leave and the expected duration of absence.

c. Standards for granting a Family Responsibility Leave are:

1. to provide nursing and / or custodial care for the employee's newborn child, whether natural or adopted;
2. to, care for a temporarily disabled, incapacitated or bedridden resident of the employee's household or member of the employee's family;
3. to furnish special guidance, care of supervision of a resident of the employee's household or member of the employee's family in extraordinary need thereof;
4. to respond to the temporary dislocation of the family due to a natural disaster, crime, insurrection, war, or other disruptive event;

5. to settle the estate of a deceased member of the employee's family or to act as conservator, if so appointed, and providing the exercise of such functions precludes the employee from working; or
6. to perform family responsibilities consistent with the intention of this Section but not otherwise specified.

Section 5 - Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may receive a disability leave. During, said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis, and expected duration of disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his / her regularly assigned duties and the employee's physician certifies he / she as being able or unable to report back to work the Employer may rely upon the decision of an impartial physician, mutually agreed upon by the Employer and the Union, as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

Section 6 - Employee Rights After Leave

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 7 - Failure to Return from Leave

Failure to return from leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as possible.

Section 8 - "Family and Medical Leave Act of 1993"

The City's FMLA policy, as amended from time to time, will apply to members of the bargaining unit.

Section 9 - Seniority While On Leave

Employees shall continue to accrue seniority while on a leave of any type.

Section 10 - Insurance Coverage While On Leave

The Employer shall maintain insurance coverage for the duration of Family Medical Leave Act situations, at the level coverage that would have been provided, if the employee had continued in his / her normal employment status.

Section 11 — Maternity/Paternity and Bonding Leave

Employees who, or Employees whose spouses/partners give birth to (or adopt) a child(ren) shall receive ten (10) days leave with full pay and benefits for the birth and for bonding.

Section 12 - Alternative Employment

An employee who is on medical leave or absence but has been certified by his / her physician that he / she is capable of performing some duties of the classification shall be allowed to return to work on a full or partial basis as the employee's condition permits, upon request of the employee, and provided that operational needs of the employer would be met by the employee's return to work. Employees returning to work under the alternative employment program will only be paid for hours worked.

ARTICLE XVII

WAGES

Section 1 - Wage Schedule

Employees shall be compensated in accordance with the schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the schedule is established, the employer may designate a job classification and rate structure for the position. In the event the union does not agree the classification and rate are proper, the union shall have the right to appeal per the procedure in Article I of this Agreement.

Section 2 - Pay Period

The salaries and wages of employees shall be paid bi - weekly and such practices will not be unilaterally changed.

Section 3 - Clothing Allowance

The Employer shall pay an annual allowance of seven hundred dollars (\$700.00) to all City employees. Clothing allowances will be paid in a lump sum on a separate check on May 1st of each year.

Section 4 - Certified Employees

The Employer will cover the cost of education and training for employees of the Water and Waste Departments who are required by state and /or federal regulations to be certified or who wish to participate in a course of continuing education to remain current with developments in their field, upgrade their skills and / or voluntarily upgrade their certifications.

The Employer will pay for new employees and employees with less than fifteen years of service in the mechanics position to attend a six-week mechanics course at Illinois Valley Community College. Employees have one (1) year to complete the course and must attain a passing grade.

a . Required Training

The Employer shall pay fully and up front any and all costs of any course of training, education, or certificate preparation classes that are required of an employee as a condition of continuing employment in the employee's existing job.

b . Certification Recognition

Achievement of the following class certificates shall entitle such employees to the corresponding increase in his/her base wage as set out below:

<u>Certificate:</u>	<u>Pay Increase:</u>
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Class 4/D	\$1.00
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Class 3/C	\$1.00
-----------	--------

Class 2/B	\$1.00
-----------	--------

Class 1/A	\$1.00
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Employees' possessing dual licenses for both water and wastewater treatment will receive the appropriate certificate recognition pay added to the employees' base wage as outlined above. Employees who possess all necessary licenses in water or wastewater departments shall receive Laborer II compensation in addition to certification pay increases.

c. Cross Connection Control

Achievement of Cross Connection Control shall entitle such employee to an increase in his or her base rate of twenty - five (0.25) cents per hour for the first level certificate, and sixty cents (\$.60) per hour for the second level certificate effective May 1st, 2011.

d. Sprayer License

Achievement of a Sprayer license shall entitle such employee to an increase of his/her base rate of twenty-five (0.25) cents per hour.

e. Mechanic Certification

The Employer will pay for new employees and employees with less than fifteen years of service in their mechanics position to attend a six (6) week mechanics course at the Illinois Valley Community College. Employees have one (1) year to complete the course and must attain a passing grade.

Section 5 - CDL Fees:

The Employer shall reimburse the cost of Commercial Driver's License fees to any and all employees who are required by the nature of their employment with the City to be so licensed.

Section 6 - Optional Benefits

The City, from time to time, shall make available at the employees' expense through bi-weekly payroll deduction, other voluntary benefit programs to City employees including, but not limited to; deferred compensation, credit union, Additional life insurance, additional disability insurance, AFLAC, and special pension plans.

Section 7 - Pager/Cell Phone Allowance

Effective May 1, 2015 employees who are required to and actually carry a pager or cellular phone due the nature of their jobs shall be paid an additional ten (10.00) dollars per day on weekdays and fifty (50.00) dollars a day on weekends and holidays. After one week of phone coverage, an employee may elect eight hours of compensation time in lieu of the payment of phone pay.

ARTICLE XVIII

TEMPORARY ASSIGNMENT

Section 1 - Temporary Assignment

The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay the employee must:

1. Be directed to perform duties or the duty which distinguish the position classification and/or be held accountable for the responsibility of a different position classification.

2. Perform duties and/or be held accountable for responsibilities not considered a normal part of his/her regular position classification.
3. To receive the rate of pay for a position the employee must possess the licenses required for the position. This shall apply to the Superintendent of Water & Wastewater. In the absence of licensing the employee will receive the rate of pay as a Foreman as opposed to Superintendent.

Section 2 - Payment

An employee temporarily assigned to a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her proper permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received permanent position classification; the employee shall be paid as if he/she received a promotion into such higher pay grade. The Employer shall pay the employee the higher rate for the full time of such assignment.

Section 3 - Voluntary Cross Training of Jobs

It is in the mutual benefit of both parties to have a well-trained and diversified work force; therefore, the parties agree that an employee who voluntarily agrees to cross train in another department shall at his or her request be granted that request as long as that request is reasonable. Such requests will not be unreasonably denied. Upon approval of cross training, Management and Local 2823 will come to mutual agreement upon the terms of the assignment.

Section 4 — Duration of Temporary assignment

An employee temporarily assigned to another position shall not be left in that assignment any longer than six (6) consecutive calendar months if another qualified employee is available for said temporary assignment.

ARTICLE XIX **INSURANCE**

Section 1 — Health and Dental

During the term of this Agreement, the Employer shall continue in effect, and the Employees' shall enjoy the benefits and obligations of the current Blue Cross Blue Shield Plan with a revised deductible of \$1,000, or the current Blue Cross Blue Shield HDHSA plan. In the event the premium for dependents increases, employees' contributions shall increase so that the presently existing ratio of 80/20 employer/employee split shall be maintained. The city agrees to contribute annually \$1,000.00 for single coverage, \$2,000.00 for employee plus one, and \$3,000.00 for family coverage, deposited into the

Employees HSA account on the first pay of January each year, to all employees enrolled in the HDHSA plan. The presently existing ratio of 80/20 employer/employee split shall be maintained on Dental coverage as well. An Employee who elects not to take the Health Insurance coverage will receive a contribution from the Employer of \$3,350 annually split into 24 pays of \$139.59 each.

Section 2 - Liability Insurance

The Employer shall provide liability insurance for employees as prescribed in applicable law (s).

Section 3 - Life Insurance

The Employer will provide \$25,000.00 of term life insurance.

ARTICLE XX

SENIORITY

Section 1 - Definition

For the purpose of this Agreement, the following definition applies: "Seniority" means uninterrupted employment with the Employer beginning with the latest date of hire with the Employer.

Section 2 - Loss of Seniority

An employee shall lose his/her seniority and no longer be an employee if:

1. He/she resigns or quits;
2. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure);
3. He/she retires;
4. He/she does not return to work from layoff within fourteen (14) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employer has been so notified
5. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater; or
6. He/she is absent from work ten (10) consecutive days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. In addition, the Union shall be notified in writing of that fact.

Section 3 - Promotion Out of the Bargaining Unit

Persons promoted out of the bargaining unit may return to the unit provided that their seniority shall be frozen at the date they are promoted out of the unit.

ARTICLE XXI **LAYOFF AND RECALL**

Section 1 - Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in that department, and providing senior employees have the ability to fill the position. However, no full-time employee will be laid off until all part time, temporary or seasonal employees have first been laid off. Prior to initiating any layoffs, the employer shall provide the union with not less than thirty (30) days written notification and an opportunity to bargain the impact of such layoffs; provided, however, the right to bargain the impact of such layoffs shall not delay in any way the timeliness of any such layoffs.

Section 2 - Bumping

When employees are laid off due to a reduction in the work force, they shall be permitted to exercise their seniority rights to replace employees with less seniority, provided they are qualified to do the job they are bumping for. Department Superintendents cannot be bumped regardless of their seniority status. Any employee exercising such seniority rights shall be red circled for a period of two (2) years retaining his/her higher rate of pay.

Section 3 - Recall

Employees shall be recalled from layoff according to their seniority, provided that a recalled employee shall have the ability to perform the duties of the job. The employee shall be given a reasonable period of time to demonstrate their ability to perform the duties of the job.

No new employees shall be hired until all employees who have been on layoff status not more than two (2) years and desiring to return to work have been recalled. Upon recall, a laid off employee shall have ten (10) working days to accept the recall.

ARTICLE XXII **VACANCIES**

Section 1 - Posting

Whenever a job vacancy occurs, other than a temporary vacancy as defined below in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for Fifteen (15) working days. A "Job Bid" form shall be provided by the City for employees desiring to bid on vacancies. During this period, employees who wish to apply for the vacant job, including employees on layoff, may do so.

Section 2 - Selection

The Employer shall fill the vacancy by promoting from among qualified applications of the employee with the longest continuous service. An outside applicant will not be hired unless no current qualified employees have submitted applications. If after a reasonable lapse of time, not exceeding 45 work days, a promoted employee fails to perform satisfactorily the duties of the position to which he or she has been promoted, as substantiated by records of his or her performance, Management shall have the right to remove such employee from such position and return him or her to his or her former position; in making a new appointment to such position in such case, management will award the bid to the next qualified employee with the longest continuous service from the original list of applicants. Qualifications will be determined for each position as it becomes available, by mutual meeting and agreement of Management and Local 2823.

Section 3 - Temporary Vacancies

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days. Job openings that occur on a regular basis and/or will remain open more than thirty (30) days at a time shall not be considered temporary job openings.

Section 4 - Right to Return

An employee may return to his/her former position within forty - five (45) working days after selection for the vacancy.

ARTICLE XXIII

PERSONNEL FILES

An Employee and / or the employee's Union representative, with written authorization from the employee, shall be entitled to full access to his or her personnel file. Such access may be made during working hours, with no loss of pay for time spent, and the employee may be accompanied by a Union representative, if he or she wishes. Reasonable requests to copy documents in the files shall be honored. Such files shall contain job - related information only. A copy of any disciplinary action or material related to employee performance which is placed in the file shall be served upon the employee (employee so noting receipt).

ARTICLE XXIV

TEMPORARY / SEASONAL EMPLOYEES

Temporary employees shall be entitled to health insurance as provided for in Article XVIII and a pro-rata share of all other benefits received by full-time employees under this Agreement.

Provisional employees are defined as those temporary employees scheduled to work at least fifteen hundred (1500) hours per year. Provisional employees do not include permanent employees working in excess of fifteen hundred (1500) hours per year.

ARTICLE XXV

RESIDENCY

The Employer agrees that if, during the term of this Agreement it enters into any new agreement with any union or employee group providing more favorable terms regarding residency than those described in this Agreement or if it unilaterally grants more favorable conditions to non-bargaining unit employees then the Employer shall immediately apply such provision to this Agreement, subject to Union approval. There shall be no residency requirement for bargaining unit employees except as provided by state statute.

ARTICLE XXVI

CONTRACTING OUT PROHIBITED

The Employer agrees that work currently performed by employees covered under this Agreement shall not be contracted out. Work performed by private contractors shall not result in a reduction of the work force covered by this Agreement.

ARTICLE XXVII

INCORPORATION OF ORDINANCES

All City Ordinances and personnel rules are incorporated in this Agreement by reference. In case of conflict between the Agreement and any City Ordinance, the terms of this Agreement shall control.

ARTICLE XXVIII

PUBLIC SECURITY/NO STRIKE - NO LOCKOUT

Section 1 - No Strike

The parties, recognize that the citizens of LaSalle and the general public have a strong interest in the uninterrupted maintenance of City services. Accordingly, in view of the City's agreement to a grievance and binding arbitration procedure, during the term of this Agreement there shall be no strikes or deliberate withholding of services.

Section 2 - Right to Discharge or Discipline

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article.

Section 3 - No Lockouts

No lockout of employees shall be instituted by the City or their representatives during the term of this Agreement.

Section 4 - Picket Lines

Nothing in this Article prohibits an employee from refusing to cross a picket line in a third party labor dispute where the employee has reason to believe doing so would be injurious.

ARTICLE XXIX **SAVINGS CLAUSE**

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXX

TERMINATION

This Agreement shall be effective May 1, 2022 and shall continue in full force and effect until midnight April 30, 2026, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to April 30, 2026, or any subsequent April 30th, either party gives written notice to the other of its intention to amend or terminate this Agreement.

AGREEMENT ON DRUG AND ALCOHOL TESTING OF EMPLOYEES

POLICY STATEMENT

The parties agree that, in order to protect the safety of employees and the public, the workplace should be free from the risks posed by employees impaired by abuse of alcohol and controlled substances. While the parties recognize that abuse of alcohol and controlled substances is a treatable illness, employees found to be impaired while on duty may be subject to discipline.

Section 1- When Test May be Compelled

a. Reasonable Suspicion.

Except as otherwise provided in this Article, employees shall not be subject to drug or alcohol testing unless there is reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol. When a supervisor has reasonable suspicion to suspect that an employee is under the influence, that supervisor shall have his/her suspicion confirmed by a designated management representative (a representative of the Personnel Department) who has received adequate training in determining whether reasonable suspicion exists to require testing. If the suspicion is confirmed, the Union shall be notified and the Employer shall arrange for the drug or alcohol test. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union representative before submitting to the test.

b. Employees who perform safety-sensitive functions as defined by the US Department of Transportation (functions requiring a Commercial Driver's License), shall be subject to the following forms of testing in accordance with DOT regulations:

c. Pre-Employment-Prior to the first time an employee performs safety-sensitive functions;

Post-accident- Where the accident involved the loss of human life or the employee received a citation for a moving traffic violation arising from the accident.

Random-Annual testing of 25% of safety-sensitive employees for alcohol and 50% of all employees for controlled substances.

Return-to-Duty-Prior to returning to duty requiring the performances of safety-sensitive functions after engaging in prohibited conduct concerning alcohol or controlled substances;

Follow-up-After employee returns to duty following a determination that the employee has engaged in prohibited conduct;

Reasonable suspicion-As provided for above.

Section 2 - Testing procedures

All testing procedures shall meet the standards established under DOT regulations.

a. Controlled Substance Testing

1. The employee being ordered to submit to a drug test shall be allowed to give the samples in private.

2. Only certified laboratories that are agreed to by the parties and that meet Department of Health and Human Services standards shall be used to conduct the tests. The labs must use tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of one (1) year. The labs must be willing to demonstrate their sample handling procedure to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze samples sent by an independent party.

The labs shall make such results available to the Union upon request. The initial test shall use an immunoassay test. Specimens that test negative shall be reported negative and no further testing shall be conducted. Specimens that test positive shall be tested for confirmation by chemical analysis or chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures. The required procedure is as follows:

The urine specimen shall be taken promptly with as little delay as possible. Immediately after the specimen is drawn, the individual containers shall, in the presence of the employee and the Union representative, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be in the transportation container after being drawn. Then the container shall be sealed in the employee's and Union Representative's presence and the employee given an opportunity to initial or sign the container.

The container shall be sent to a designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available. A "split sample" shall be collected, and the employee shall be offered the opportunity to have the split sample tested at a laboratory of his/her own choosing. An employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

b. Alcohol Testing

Tests must be conducted with evidential breath test devices in accordance with DOT regulations. A Breath Alcohol Technician (BAT) who is not the employer's immediate supervisor shall administer the test. If the initial result is under 0.02, no further testing or action shall be taken. If the result is 0.02 or higher, a confirmation test shall be conducted at least fifteen (15) minutes but not more than twenty (20) minutes after the screening test. Before the confirmation test, tests run shall be run (air blank) to make sure the EBT is

working properly. Employees with a test result of 0.02 or greater shall not perform safety-sensitive functions (as defined by DOT regulations)

Section 3 - Definition of a Positive Result

LABORATORY ANALYSIS PROCEDURES

The initial test is performed by an immunoassay test. The cutoff levels for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandths of a liter:

Marijuana metabolites	100 ng/ml (DOT Employees only)*
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

A confirmation test is performed on all initial positive tests. The cutoff levels for confirmation tests are:

Marijuana metabolites	15 ng/ml (DOT Employees only)*
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	500 ng/ml
Met amphetamine	500 ng/ml

*Marijuana testing for DOT employees so long as it is a federal requirement.

A test will only be deemed positive if it exceeds the cutoff levels for the confirmation test and after a qualified Medical Review Officer (MRO) has met and discussed the results with the employee to determine if there is a legitimate medical explanation for the positive test result. If there is a legitimate explanation, the MRO shall report to the employer that the test is negative. A confirmation test will only be given when the initial test cutoff levels are exceeded. The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment. The employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of double time the employee's straight time hourly rate for all hours in excess of their scheduled workday that the employee is involved in activities as a result of the order to take the test.

Section 5 - Test Results

Management shall notify the Union of the results of the test within sixty (60) hours after the employee has submitted to the test. Management shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by Management. Reports of a positive test shall, at a minimum, state (1)

the type of tests conducted, (2) the results of the tests, (3) the sensitivity (cut-off point) of the methodology employed, and (4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a Medical Review Officer (MRO) prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

Section 6 - Re-testing

If the test results are positive, the Union or the employee shall have the right to request the preserved samples to be sent for testing to a laboratory chosen by the Union or the employee and the cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's records' cleared.

Section 7 - Treatment

- a. An Employee Assistance Plan (EAP) shall be available at no charge to employees. The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse. The Employer shall pay the cost of the EAP.
- b. An Employee who tests positive or who will be disciplined as a result of drug or alcohol use or abuse may elect to meet with the EAP counselor and/or to seek further treatment for drug use or abuse. The Employer shall suspend the imposition of discipline pending an employee's participation in the EAP program or in further treatment. If the employee successfully completes the EAP program or treatment, the discipline shall be rescinded, and the employee's record cleared.
- c. The Employer shall provide health insurance which covers the cost of the EAP program and/or subsequent treatment. The insurance should provide for both out-patient and in-patient treatment depending on the appropriate course in each employee's case. The in-patient treatment covered shall be of at least thirty (30) days' duration.
- d. If the nature of the EAP or treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his/her former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.
- e. The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, through the EAP Program, or through one of the Employer's health care providers and/or referrals, for an alcohol related problem. The Employer shall make available through the Employee Assistance Program -a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment, employees shall be allowed to: I. Use accumulated sick leave;

and/or 2. paid leave; and/or 3. be placed on unpaid leave; and/or 4. be transferred to a position for which he/she is fit, if available.

Section 8 - Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

Section 09 - Confidentiality

The Union and the Employer agree to keep the names of employees undergoing this procedure confidential.

Section 10 - Change in DOT Regulations

If the DOT regulations requiring mandatory testing of CDL license holders be rescinded, the Employer agrees to discontinue such testing.

Agreement on Reporting of Arrest / Conviction of Employees

Employees are required to report felony and misdemeanor (other than minor traffic offenses) to their immediate supervisor within twenty-four (24) hours of the arrest. No disciplinary action will be associated with the reporting of the arrest or conviction of employees.

**APPENDIX A
WAGE SCHEDULE**

EFFECTIVE MAY 1, 2022 - April 30, 2024

	Clerk	Laborer	Laborer II	Foreman	Super
1	\$23.46	\$25.50	\$26.52	\$29.58	\$32.64
2	\$24.48	\$26.52	\$27.54	\$30.60	\$33.66
3	\$25.50	\$27.54	\$28.56	\$31.62	\$34.68
4-10	\$26.52	\$28.56	\$29.58	\$32.64	\$35.70
11+	\$27.54	\$30.60	\$31.62	\$34.68	\$37.74

EFFECTIVE MAY 1, 2024

	Clerk	Laborer	Laborer II	Foreman	Super
1	\$24.16	\$26.27	\$27.32	\$30.47	\$33.62
2	\$25.21	\$27.32	\$28.37	\$31.52	\$34.67
3	\$26.27	\$28.37	\$29.42	\$32.57	\$35.72
4-10	\$27.32	\$29.42	\$30.47	\$33.62	\$36.77
11+	\$28.37	\$31.52	\$32.57	\$35.72	\$38.87

EFFECTIVE MAY 1, 2025

	Clerk	Laborer	Laborer II	Foreman	Super
1	\$24.65	\$26.79	\$27.86	\$31.08	\$34.29
2	\$25.72	\$27.86	\$28.93	\$32.15	\$35.36
3	\$26.79	\$28.93	\$30.01	\$33.22	\$36.43
4-10	\$27.86	\$30.01	\$31.08	\$34.29	\$37.51
11+	\$28.93	\$32.15	\$33.22	\$36.43	\$39.65

*Base Hourly Rates in this Appendix do not include certificate recognition pay or shift Differential.

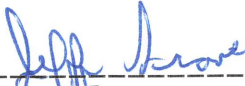
APPENDIX B
WORK SCHEDULES

Water Department	6:30AM – 3:00PM
Street Department	6:30AM – 3:00PM
Wastewater Treatment	6:30AM – 3:00PM
Water Treatment	5:30AM – 2:00PM
City Hall	7:30AM – 4:00PM

SIGNATURE PAGE

Signed and dated this 5th day of May, 2022

For the City of La Salle:



Jeff Grove, Mayor



John Duncan, Finance Director



For the American Federation of State, County, and Municipal
Employees, AFL-CIO:



Randy Dominic, AFSCME Council 31



Mike Girton, President AFSCME 2823



Kevin Eay, Vice President ACSCME 2823