

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BELVIDERE

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEE DIVISION**

EFFECTIVE MAY 1, 2022

THROUGH

APRIL 30, 2026

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to maintain and improve productivity and efficient operations, to specify wages, hours, benefits and other working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the **CITY OF BELVIDERE** (hereafter referred to as the "Employer") and the **INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150, PUBLIC EMPLOYEES DIVISION** (hereafter referred to as the "Union"), on behalf of certain employees described in Article 2.

ARTICLE 1 **CITY RIGHTS**

1.1 City Authority.

Except as expressly provided in this Agreement, this Agreement shall not be construed as delegating to others the authority vested in the City, as a municipal corporation, its duly-elected and appointed officers, or in any way abridging or reducing the authority of the City, its elected and appointed officers, or infringing upon their responsibility to the people of the City.

1.2 Management Rights.

Except as expressly provided in this Agreement, the City retains all rights and functions of management that it has by law. As long as the action of the City does not violate any specific provisions of this Agreement, it shall have the absolute and unqualified right in its sole discretion.

- (a) To operate and direct the affairs of the City, and to exercise all rights and authority exercised by the City and its departments prior to the execution of this Agreement;
- (b) To set standards of service and protection to be offered to its citizens;
- (c) To direct the workforce, select managerial and supervisory employees, and plan and control the operation of its departments;
- (d) To determine the hours of work, prescribe overtime and policies related to overtime;

- (e) To determine the size of the workforce, the allocation and assignment of work or workers, and the quantity and quality of work to be performed;
- (f) To set and determine policies affecting the right to hire, recall, transfer, promote, layoff, discipline, suspend or dismiss employees and to reduce the workforce due to the lack of work or other legitimate reasons;
- (g) To determine the use of City property and the determination of safety measures;
- (h) To make and enforce reasonable rules and regulations and the right to make reasonable changes to such rules and regulations and to enforce such changes;
- (i) The City maintains the right to subcontract any work of any kind;
- (j) The City maintains the right to enforce all existing applicable state statutes, City ordinances and City rules and regulations.

These management rights shall not be the basis of a grievance; provided, however, that nothing in this Article shall be deemed to deny the right of the Union or any employee covered by this Agreement to submit a grievance claiming or charging that a violation of any other Article of this Agreement has occurred or to submit a grievance claiming that the exercise of the above management rights constitutes a violation of any other Article of this Agreement.

ARTICLE 2

RECOGNITION

2.1 Recognition and Coverage.

The employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for Employees within the following collective bargaining unit within the Public Works Department, as certified by the Illinois State Labor Relations Board, Case No. RC-92-37:

INCLUDED: All full-time Employees of the City of Belvidere Public Works Department in the classifications of Foreman, Specialist, Skilled Operator, Probationary Service/Maintenance, Semi-Skilled Operator, Skilled Secretary, Intermediate Secretary/Office and Clerical and Probationary Secretary/Office and Clerical.

EXCLUDED: The Director of Public Works, City Engineer, Assistant City Engineer, Water Meter Reader, Superintendent of the Street Section, Superintendent of the Water Section and Superintendent of the Sewer Section; all Supervisory, Managerial and Confidential Employees, as defined in the IPLRA; all other Employees of the City and all other persons excluded from coverage by the IPLRA.

2.2 Union Membership.

Non Union Employees shall not, as a condition of employment, be required to become members of the Union.

2.3 Payroll Deduction.

The Employer agrees to deduct from the pay of those Employees (who are Union members and individually request it) any or all of the following:

(a) Union Working Assessments.

Requests for the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable state statute.

Upon receipt of an appropriate written authorization from an Employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis, at the address designated in writing by the Union. The Union shall advise the Employer of any increases in working assessments in writing at least thirty (30) days prior to its effective date.

2.4 [Reserved]

2.5 Check off/Fair Share Deductions.

The Employer agrees to deduct from each pay period working assessments made pursuant to this Article. From the pay of those Employees who are covered by this agreement, and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of the Union deductions.

2.6 Indemnification.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability (including, but not limited to, reasonable attorney's fees) arising from any action taken by the Employer in complying with this Article.

2.7 [Reserved]

2.8 Bulletin Boards

The Employer agrees to allow the Union to post a bulletin board in a common area of the Public Works Department. Each bulletin board shall be no larger than three feet by five feet. The bulletin board shall be used for the sole purpose of posting Union information.

2.9 New Departments or Classifications.

If the City of Belvidere creates any new departments or classifications within the Public Works Department, it agrees to negotiate with the Union over wages and working conditions of Employees within that new department or classification, other than supervisory, managerial, professional and confidential Employees, as defined in the IPLRA.

2.10 Labor-Management Meetings.

The Union and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, meetings shall be held between Union and Employer representatives at such times as may be mutually agreed upon the parties, and shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties; and,
- (c) The identification of possible health and safety concerns.

The Union representative may attend these meetings.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedures. Either party may submit an agenda to the other within one (1) week prior to the mutually agreed to meeting date and time. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union stewards if such meetings are scheduled during normal working hours.

2.11 Union Activity During Working Hours.

Employees shall be allowed a reasonable amount of time to investigate grievances after giving appropriate notice to and obtaining the approval of the department superintendent or his designee, and shall be allowed to attend grievance hearings and other activities of such nature if established by this contract, if such Employees are entitled or required to attend such meetings by virtue of being Union stewards or participants in grievance hearings.

2.12 Time Off for Union Activities.

Union stewards shall be allowed time off without pay for legitimate Union business such as Union meetings, state or international conventions, provided such representatives give reasonable prior notice of at least two (2) weeks to their supervisor of such absence and such time off will not interfere with the operations of the Employer. Such requests shall not be unreasonably denied. The Employee may utilize any accumulative paid time off in lieu of the Employee taking such time off without pay.

2.13 Union Access to Premises.

The City shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the workday to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

ARTICLE 3 **HOURS OF WORK**

3.1 Workday/Shift.

The regular workday/shift will be eight (8) consecutive hours of work, excluding lunch periods, within a twenty-four (24) hour period. Lunch periods shall not exceed one (1) hour and shall be scheduled at approximately the midpoint of the Employee's shift, unless otherwise agreed by the Employee and his supervisor. Each shift shall have a regular starting and quitting time.

3.2 Workweek.

The regular workweek shall be five (5), eight (8)-hour days, Monday through Friday.

3.3 Work Schedules.

Work schedules showing the Employee's shifts and workdays shall be posted on the Thursday preceding applicable workweek. An Employee shall have the same starting time each day of the week posted.

3.4 Modifications of Work Schedule.

Upon the mutual agreement of the Employer and the Union, the hours of work, workdays or workweek of any Employee(s) may be modified.

ARTICLE 4

REST PERIODS

Each employee shall be entitled to a paid thirty (30) minute rest period each full working day, which will be taken at the discretion of the Department Head and/or the Employee's immediate supervisor. Travel to and from work site shall be included as part of the rest break.

ARTICLE 5

OVERTIME AND COMPENSATORY TIME

5.1 General Provisions.

It is understood and agreed that Employees in the Public Works Department may be required to work additional hours or shifts from time to time. Any Employee who is required to perform work in excess of eight hours per day or on Saturdays or Sundays, shall be compensated at the rate of one and one-half times their regular base hourly rate. Employees who are called in for unscheduled work on Sundays or City of Belvidere recognized holidays (Holidays) shall be compensated at the rate of two times their regular base hourly rate. A Holiday shall be the designated day off with pay as set forth in Article 7. Saturdays shall begin at the end of the regular work shift on Friday and end at 11:59 p.m. on Saturday. Sundays shall begin at twelve midnight and end at the beginning of the regular work week on Monday. A Holiday which falls on a Tuesday, Wednesday or Thursday shall begin at the end of the immediately preceding work day and terminate at the beginning of the next regular work day. A Holiday which is recognized on a Monday shall begin at 12:00 a.m. and shall end at the start of the next regular work shift on Tuesday. A Holiday which is recognized on a Friday shall start at the end of the regular workday on the preceding Thursday and shall end at 11:59 P.M. the day of the Holliday. Vacations, holidays, compensatory time off and paid bereavement leave shall be considered time worked, if the Employee would otherwise have been scheduled to work. Employees shall not unreasonably refuse overtime assignments.

5.2 Assignment of Overtime.

The decision to authorize overtime shall be made at the discretion of the Department Head or his designee. The parties agree and understand that Employees shall not have the right to authorize their own overtime. The Employer agrees that supervisors will not perform bargaining unit work on call backs unless all qualified Employees within the bargaining unit have had the opportunity to work such callback time.

JULIE Locates: For overtime JULIE locates, one employee from the Street Section and one employee from the Water Sewer Section shall be called out. Where safety concerns dictate, the employee may request additional assistance.

5.3 No Pyramiding.

Overtime compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

5.4 Callback Time.

A "callback" is defined as an unscheduled official assignment of work which does not continuously precede or follow an Employee's regularly scheduled work hours. When called in, an Employee shall report to his/her department and record the starting and stopping time on the time clock. Callbacks shall be compensated as the same rates set forth in Section 5.1. An employee called back to work shall be guaranteed a minimum of four (4) hours of straight time pay. An employee called back to work on a City of Belvidere recognized Holiday (Holiday as defined in Section 5.1) shall be guaranteed a minimum of six (6) hours of straight time pay. Employees shall not unreasonably refuse a callback assignment.

5.5 On Call; Pagers/phone.

Within each section, the superintendent shall assign one or more Employees to be on call after the regular work shift and on weekends. Each Employee required to carry a pager/phone or required to respond to a dialer call will be paid in accordance with Article 5.4 above. For purposes of this Section, a weekend callback shall refer to any callback made after the end of regular work hours on Friday and before the beginning of regular work hours on Monday.

Those employees required to carry a pager/phone will be credited with seven (7) hours of comp time per seven (7)-day period so assigned, subject to the accrual and carryover limitations set forth in Section 5.6 below. Employees designated to be on call and receiving pager/phone pay shall be required to respond in a reasonable time period. That shall include acknowledging by telephone the receiving of a page within ten (10) minute and, barring extenuating circumstances outside the control of the Employee, arriving at the work place within thirty (30) minutes of when he/she calls in. Extenuating circumstances shall include, but not be limited to, vehicle failure, impassable roads due to weather conditions, unforeseeable family responsibilities, and illness. Employees will be paged twice five (5) minutes apart and the time periods above will be calculated from the second page. When the on-call person cannot make it, they will roll over that responsibility to the next on-call person.

5.6 Overtime Pay and Compensatory Time Off.

For the purposes of this section, the Employer's compensatory time year shall be from January 1 to December 31 of the applicable calendar year. Employees shall be compensated for all the overtime worked in the applicable compensatory time year as follows:

(a) Employees shall receive compensatory time off in lieu of overtime pay for all overtime hours that are not paid or carried over in accordance with Sections 5.6(b) and 5.6(c) below, up to a maximum of 120 compensatory hours per calendar year. To the extent possible, compensatory time off shall be taken by agreement of the Department Head and the Employee. Compensatory time used by an employee to take care of a child, parent or spouse, if used in blocks of three (3) work days or more and a doctor's slip is provided to the City, shall not be considered part of the 120 hour limit. An Employee shall be permitted to use compensatory time to finish up a work day after working through the night (e.g. for snow call-out, main break or other emergency) even after reaching the 120 hour limit.

(b) Employees may elect to be paid for any overtime hours worked. Payment for earned overtime may be requested at any time during the compensatory time year in which the overtime is worked. Paid overtime requests of twenty (20) hours or more shall be paid in a separate check from the employee's regular paycheck, provided that such requests may be made only twice per month. All other overtime payments shall be part of an Employee's regular paycheck.

(c) Employees may elect to carry over a maximum of forty (40) hours of compensatory time to be taken off in the following compensatory time year.

(d) In the event that the operational requirements of the Department preclude an Employee from using all of his or her compensatory time off in accordance with this Section during the applicable compensatory time year, the Department Head will make a written request to the City Council to allow the Employee to take such excess hours off in the following compensatory time year. If the City Council denies such a request in whole or in part, the Employee shall be paid for the hours not carried over.

5.7 Meal Break.

An employee who is required to work overtime shall be eligible for a meal based on the following:

1. After working four (4) hours prior to or four (4) hours following the normal work day, provided a mealtime is included. A mealtime is hereby defined as 6:00 a.m., 12:00 noon, 6:00 p.m. and 12:00 midnight. The 12:00 noon mealtime applies only to weekend and holiday overtime assignments.
2. Four (4) hours of non-scheduled overtime where a mealtime is included (i.e. 6-12 rules).
3. Meal periods shall not exceed thirty (30) minutes. Additional time shall not be compensated by the City.

ARTICLE 6

VACATION

6.1 Eligibility.

Full-time Employees shall be entitled to paid vacation in accordance with the schedules set forth hereafter. The benefit shall be payable on the Employee's attained service anniversary. One-twelfth (1/12) of the benefit shall be prorated for each consecutive month worked between the Employee's anniversary and separation from employment.

6.2 Amount of Vacation.

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year, but less than 3 years	7 calendar days (5 workdays)
3 years, but less than 7 years	14 calendar days (10 workdays)
7 years, but less than 15 years	21 calendar days (15 workdays)
15 years and over	28 calendar days (20 workdays)

"Years of continuous service" shall commence on the Employee's date of hire.

6.3 Scheduling.

Employees shall be granted vacation time by the Employer in accordance with the Employee's desires to the extent provided in this Article. On or about November 1, the Department Head or his designee shall post a schedule for each shift for scheduling vacation during January 1 through December 31 of the next fiscal year. The Employees on each shift shall then select their vacation preferences in the order of their seniority, with the most senior Employees having first choice, the next most senior having the second choice, and so on. No Employees will be allowed to schedule or take vacation in increments of less than one-half (1/2) duty day at a time. The vacation periods selected pursuant to this procedure shall be submitted to the Department Head or his designee by the last day of November for review compliance with the scheduling policies as set forth in this Article. The Department Head or his designee shall review the selections and has authority to finalize a vacation schedule for each shift, based on seniority and staffing requirements, on or before December 15. After the vacation schedule has been established, Employees can reschedule or trade previously-scheduled vacation only with two week's advance written notice and approval of the

Department Head or his designee. Ordinarily, requests to reschedule a vacation day will be granted if no other Employee is scheduled off on vacation or if there will be compliance with Employer policies limiting the number of Employees that will be allowed time off at any one time. Such requests will be granted on a first-requested, first received basis. Unscheduled vacation time may be taken at the Employee's discretion with the approval of the Department Head.

Each Division Superintendent shall allow vacation scheduling according to the following terms:

(a) Streets Department

One (1) mechanic and two (2) streets crew employees may be off on vacation at the same time.

(b) Water/Sewer Department

Three (3) employees may be off on vacation at the same time, so long as one chemical usage/laboratory employee is on duty.

(c) Wastewater Treatment Plant

One (1) laboratory and two (2) outside employees may be off on vacation at the same time.

6.4 Vacation Pay.

Vacation pay shall be paid at the Employee's regular straight time rate of pay in effect for his or her regular job on the day immediately proceeding the vacation period.

6.5 Non-Accumulation of Vacation.

The Employee's vacation year commences on his anniversary date in the applicable calendar year and continues through the day before his anniversary date in the following year. No vacation will carry over from one vacation year to another. If the operational requirements of a Department prohibit an Employee from taking his vacation during the applicable vacation year, the Employee's Department Head shall make a written request to the City Council to allow the Employee to take any unused vacation in the following vacation year. If the City Council denies such a request, the employee shall be paid for the unused vacation time at his or her regular straight time rate of pay in effect as of the last day of his applicable vacation year.

6.6 Payment Upon Separation from Employment.

Any Employee who is laid off, discharged, retired, dies or is otherwise separated from the service of the City for any reason shall be paid for any accrued but unused vacation on a prorated basis at the

time of separation, provided the Employee has no outstanding debt due to the City. In the event of death of an Employee, such vacation pay shall be payable as designated by the Employee or as otherwise provided by statute. In event that an Employee changes from one City Department to another (excluding transfers within the Public Works Department), all vacation rights will be considered those of a new employee.

ARTICLE 7 **HOLIDAYS**

7.1. Recognized Holidays.

The City and the Union recognize and agree upon the following paid holidays.

1. New Year's Day
2. Martin Luther King's birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Veteran's Day
7. Labor Day
8. Thanksgiving Day
9. The day following Thanksgiving Day
10. Christmas Day

In the event the City grants any other bargaining unit or employee group an additional holiday, the City agree to engage in mid-term bargaining with the Union, upon the Union's request, regarding such additional holiday and appropriate *quid pro quo*.

7.2 Weekend Holidays.

When a recognized holiday falls on a weekend, Saturday holidays shall be designated as Friday off, Sunday holidays shall be designated as Monday off.

7.3 Pay for Recognized Holidays.

Employees shall receive eight (8) hours' pay at their regular rate for each recognized holiday. Employees who work on a recognized holiday shall receive holiday pay for eight (8) hours plus pay or compensatory time (pursuant to Article 5) in the amount of two (2) hours for each hour actually worked. If a recognized holiday falls within an Employee's regular scheduled vacation period, the Employee will receive one (1) additional day off.

ARTICLE 8

LEAVES OF ABSENCE

8.1 Sick Leave and Sick Pay Benefits.

Purpose and Intent. The purpose of this Section is to provide those Employees who suffer from illness or injury with time off (with or without pay as provided below) so that they may recuperate and return to active duty.

Reporting of Illness or Injury. Employees who are unable to work due to an illness or injury must contact their supervisor prior to their scheduled shift. Employees may be required to submit a statement regarding the nature of the illness or injury upon their return to work.

Physician's Certificate. After three (3) consecutive workdays of absence or three (3) separate absences in one month, the Employee shall submit a certificate signed by his or her physician stating the nature and extent of the Employee's illness or injury and inability to return to work.

Status Reports. If the Employee's inability to work continues, the Employee shall submit a status report from his or her physician every thirty (30) calendar days, or more frequently if reasonably required by the City. The status report(s) shall describe the Employee's diagnosis and prognosis and/or estimated date of return to work.

Alternate Duties. A partially disabled Employee may, in the discretion of the Public Works Department Superintendent, be assigned to perform administrative functions on a temporary basis, as available and as needed. Alternate duty assignments may not extend beyond one hundred sixty (160) days, unless an extension is approved by the City Council.

Permanent Disability. If, at any time during a sick leave, it is determined to a reasonable degree of medical certainty that the Employee will be unable to return to work, benefits under this Section 8.1 shall automatically terminate and the Employee will be expected to apply for disability pension.

Sick Pay Benefits. If the Employee complies with the requirements set forth above, the City shall pay the Employee at his or her regular pay rate for the time missed as if the Employee had worked as regularly scheduled; provided, however, that no compensation shall be paid for the time absent from work if:

- (a) The Employee was absent from work for a reason other than inability to work due to illness or injury;
- (b) The Employee is eligible for a disability pension, or any other benefits representing compensating lost wages, from any source, whether through worker's compensation, insurance coverage or a similar benefit plan. Receipt of insurance or worker's compensation benefits representing or compensating losses other than lost wages (e.g., hospital or doctor bills, loss of a limb) shall not prevent an Employee from receiving sick pay benefits.

Subject to the above exceptions, the City will retain the Employee on its active payroll for a maximum of one hundred sixty (160) continuous calendar days from the initial date of illness; provided however, that such benefits shall not exceed 75% of the Employee's length of service as measured from date of hire. Each separate and distinct illness shall start a new one hundred sixty (160)-day period.

Proper Use of Benefits. It is understood that sick leave and sick pay benefits are only available for bona fide absences due to illness or injury. It is acknowledged that false reports of illness or other abuses of sick leave benefits constitute serious violations of the Employee's obligation of service to the public and which constitute cause for severe disciplinary action or dismissal by the appropriate authority. "Severe disciplinary action" shall include but not be limited to suspension without pay for a period to be decided by the appropriate disciplinary authority.

Second Opinions and Other Examinations. The City reserves the right to engage any qualified physician at its own expense to examine the Employee and ascertain the propriety of any absence or absences of any Employee from work claimed due to illness or injury. The City also reserves the right to engage any qualified physician at its own expense to examine an Employee in order to investigate the health of any Employee whose work the department head suggests is being adversely affected by some illness or injury. The Employee shall submit to such examinations. In the event of a conflict between the reports or opinions of the Employee's physician and the City's physician, the Employee may be required to submit to an examination by a third physician, chosen by the Employee's physician and the City's physician, at the City's expense. The report or opinion of the third physician shall be final and binding upon the parties.

8.2 Bereavement Pay.

All employees will receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of death to the next scheduled work day after the funeral or three (3) work days, whichever is less. Immediate family is defined as: spouse, parents, step-parents, legal guardian, children, step-children, brother, sister, mother or father-in-law, grandparents and grandchildren. Employees who require bereavement time which occurs during their scheduled vacation shall not have such time counted as vacation used.

- (a) Funeral Leave shall not be deducted from sick leave.
- (b) Additional unpaid time may be granted in the Department Head's discretion.
- (c) An unpaid leave may be granted to attend funeral services for other family members, in the discretion of the Department Head.
- (d) The Department Head shall not unduly deny additional unpaid leave.
- (e) Employees may be granted the use of other accrued paid leave if additional time is necessary (e.g., for travel out of state, wrapping up the decedent's affairs, etc.),

provided that the grant of such time shall be within the Supervisor's reasonable discretion, provided there is no adverse impact on operations.

8.3 Disability Leave.

In the event of a temporary disability, the Employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

8.4 Discretionary Leave of Absence.

Employees may petition through the Department Head for a special leave of absence. Normal leaves of absence without pay may be granted for reasons of child birth or rearing, additional education, training and travel calculated to equip the Employee to improve his/her service to the City. Leaves may also be granted due to health and welfare problems of the Employee or the Employee's immediate family. Leaves granted under this Section may not exceed one (1) calendar year and, when such a leave is combined with an FMLA leave under Section 8.8, the total period of both leaves may not exceed one (1) calendar year. Leaves under this Section are discretionary to the Employer. During any approved discretionary leave, the Employee's seniority shall be frozen.

8.5. Military Leave.

Employees who are members of a reserve force of the United States or of the State of Illinois shall be granted the leave required by Federal or State Law for training or call up to active duty.

8.6 Jury Duty.

An Employee who is on jury duty, or is subpoenaed and reports for witness service pertaining to City business in a court of record, shall be allowed time off with pay so as long as the Employee endorses and pays over to the City any jury duty fee or witness fee paid to him for such service.

8.7 Personal Business Days.

Employees may take six (6) personal business days off per contract year. Personal business days may be taken one at a time or in conjunction with up to four (4) other personal days, and shall be scheduled by agreement of the Employee and the Department Head. Employees other than Secretarial/Clerical employees will be permitted the use of up to one (1) personal leave day (8 hours) in increments of one-half day, and Secretarial/Clerical employees may use one (1) day in increments of 2 hours (for dental appointments, etc.). In the absence of an agreement, the Department Head shall have final authority to grant or deny a request for a personal business day off. Personal business days are not paid on separation from employment. Personal business days may, however, be carried over from one year to the next so long as the Employee's accumulated compensatory time and personal days do not exceed (40) hours.

8.8 Family and Medical Leave.

- (a) The City will comply with the Family Medical Leave Act ("FMLA") and post required documents.
- (b) Conditions of Using Leave
 - (1) An Employee will not be entitled to incur any credit for benefits (vacation, holidays, clothing allowance, etc.) other than continuation of the health care plan while on unpaid leave.
 - (2) Employees will be required to pay normal employee payments as provided for under this labor agreement during the period of unpaid leave.
 - (3) Employees having vacation, personal days or holidays on the books will be required to use such time before unpaid leave will begin. This paid leave will be considered as part of the twelve (12) week leave for the purposes of the FMLA.
 - (4) Additional, non-FMLA leave may be granted in accordance with the terms of Section 8.4 of this Agreement.
- (e) Disputes Subject to Grievance Procedure

Any disputes under this Article are subject to the grievance and arbitration provisions of this labor agreement.

ARTICLE 9
INSURANCE BENEFITS

9.1 Health Insurance

Full-time employees will be covered in the health and dental plans administered by the Midwest Operating Engineers Health and Welfare Fund (the Fund) without exclusions on the basis of active working status, hospital confinement or conditions either treated or untreated prior to the effective date of coverage. Full time employees shall be eligible for participation in the Fund on the first day of the month following completion of their probationary period.

The City shall contribute the following monthly amounts towards employee health and welfare (H&W) and Retirement Medical Savings Plan (RMSP):

	Single	Single Plus 1	Family
May 1, 2022	\$839.00 H&W \$50.00 RMSP	\$1,677.00 \$50.00 RMSP	\$2,558.00 H&W \$50.00 RMSP
Effective each May 1 thereafter	Actual Cost increase to Plan not to exceed	Actual Cost increase to Plan not	Actual Cost increase to Plan not to exceed

	more than 10% of previous year health and welfare rate \$50.00 RMSP	to exceed more than 10% of previous year health and welfare rate \$50.00 RMSP	more than 10% of previous year health and welfare rate \$50.00 RMSP
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In the event rates exceed a 5% increase over the prior year, at the City's sole option, the parties agree to reopen this Agreement only with respect to this Article 9 and the across-the-board wage schedule contained in Appendix B.

The City agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15th of the month prior to the month in which the employee is covered. The City shall have no responsibility for providing benefits under the plan, administering, processing or paying claims for employees.

The extent of coverage under the insurance plan and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or Policies of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all subsequent amendments made thereto. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of said plan and shall not be subject to the grievance procedures of this Agreement.

9.2 Retiree Health Benefits

Employees who retire, or have retired, prior to December 31, 2011 ("Retired Employees") may continue their insurance coverage under the terms of the City's group insurance plan that is available to non-bargaining unit employees, as amended from time to time, provided that;

- (a) Retired Employees must pay the entire cost of dependent coverage. The City shall only pay its portion of the premium for single coverage based upon the same rates it pays for non-union employees (currently non-union retirees pay 12% of single coverage and 100% of all dependents) and as modified from time to time, provided that after May 1, 2011, additional increases to such retiree contribution shall not exceed 13% of the amount paid the previous year.
- (b) Premium payments must be made to the City Clerk by the first of each month or the City may discontinue coverage for the Retired Employee and applicable dependents.
- (c) The City shall not be responsible for the cancellation of the insurance by the insurer which results from the failure to transmit the premium payments set forth above within the required time for making such payments.

ARTICLE 10

UNIFORM ALLOWANCE

10.1 General.

All bargaining unit Employees' uniforms shall be provided by the Employer at a rate of eleven (11) changes every two (2) weeks. The Employer shall maintain the present practice and procedure with respect to providing gloves and other safety apparel, as described in Appendix A attached hereto. All field Employees are required to wear steel toe safety shoes on the job and, the Employer will reimburse the Employees up to \$250 during each fiscal year upon proof of purchase. Said amount will be reimbursed within forty-five (45) days of such proof. Coveralls shall be paid for by the Employer and replaced as needed. Employees who provide proof of a medical condition shall be permitted to wear cotton pants at work.

10.2 Replacement Uniforms.

The Employer shall replace items of uniform clothing that are damaged beyond repair while in the course of a duty assignment at no cost to the Employee, provided there is no negligence on the part of the Employee and the Department Head approves the expenditure. Damaged items of clothing shall be surrendered to the Department Head for disposal as determined by the City Council.

10.3 Mechanic's Tools.

The Employer will pay for or replace with equal quality any tools broken on the job by mechanics for anyone required to furnish their own tools. Furthermore, the Employer shall provide insurance coverage or assume the risk or loss of Employee's individual tools used on the job. It is understood that the Employee must initially furnish the Employer with an inventory listing of all tools so used on the job.

10.4 Prescription Safety Glasses.

The Employer shall contribute up to a maximum of \$50.00 for a vision exam, and/or \$150.00 for one pair of prescription safety glasses for those Employees who are in need of such glasses, and will replace such glasses if prescription changes are needed, or if broken on the job provided there is no negligence on the part of the Employee. The Employer will also pay up to \$150.00 in the second year of the Agreement, for a new pair of safety glasses should an Employee's prescription change.

10.5 Clothing Allowance for Clerical Employees.

All bargaining unit clerical employees shall be provided a clothing allowance in conformance with the following guidelines:

- (a) The employees shall be allowed to choose the vendor from which clothes are purchased, subject to Department approval.
- (b) The employees shall be allowed to choose the clothes to purchase from the vendor, subject to Department approval.
- (c) The clothes purchased shall become the property of the employees.
- (d) The City shall continue to contribute (\$550.00) as an annual clerical clothing allowance, and shall increase that amount by the same rate as increased paid in the uniform allowance for non-clerical employees. Nothing herein shall preclude the City from increasing the clerical allowance at any time.

ARTICLE 11

PROBATIONARY EMPLOYEES

An Employee is "probationary" for the first ninety (90) days of employment with the Employer, and if necessary, the probationary period may be extended for an additional period up to sixty (60) days upon ten (10) days' written notice from the Department Head to the Union.

Each Employee will be evaluated at least once during the probationary period by the Department Head or his designee. The City reserves the right to discipline, discharge or layoff any Employee for cause or no cause during the probationary period.

A probationary Employee shall have no seniority, except as otherwise provided for in this Agreement, until he has completed his required probationary period. Upon such completion, he shall acquire seniority retroactively from the date of employment.

ARTICLE 12

SENIORITY

12.1 Definition of Seniority.

For purposes of this Agreement, seniority shall be defined as the period of an Employee's continuous service with the Public Works Department of the City of Belvidere.

12.2 Application.

In all applications of seniority under this Agreement, the ability of the Employee must meet the qualifications and skills necessary to perform the work required by the applicable position. Where the qualifications and skills to perform the work required by a position are, among the Employees are concerned, relatively equal, seniority shall govern.

12.3 Breaks in Service.

An Employee's record of continuous service with the Public Works Department shall be broken by voluntary resignation, discharge for just cause and retirement.

ARTICLE 13 **LAYOFFS**

13.1 Notice.

The City shall give forty-five (45) days' written notice of its intent to conduct layoffs to all affected departments and Employees.

13.2 General Procedures for Layoff.

Layoffs will be made in the order of least seniority to most seniority within a particular job classification; provided, however, that all temporary, probationary or part-time Employees within the Department shall be laid off prior to laying off any regular full-time Employees.

13.3 Bumping Rights.

An Employee laid off pursuant to this Article may bump a less senior Employee in an equal or lower job classification, provided the bumping Employee has the ability to perform the functions of the position within three (3) working days with normal and proper training.

13.4 Recall of Laid-Off Employees.

The names of all laid-off Employees shall be placed on a layoff list and shall be eligible for rehire for a period twenty-four (24) months following the date of the Employee's layoff. Qualified Employees on the layoff list who bid on job vacancies in their current or a lower paid position shall have priority over other bidders for the position. In the event that more than one qualified Employee on the layoff list bids for a vacancy, the vacancy shall be filled in accordance with the seniority provisions of Article 12. Employees on layoff lists who are recalled to work shall have their seniority restored.

ARTICLE 13A **FILLING OF VACANCIES**

13A.1. Permanent Vacancy.

A permanent vacancy is created when the Employer determines to increase the work force or to fill a new position(s), or when any of the following personnel transactions take place within the Bargaining unit and the Employer determines to replace the previous incumbent: termination, promotions, resignations, retirements or demotions.

13A.2 Posting.

Whenever a permanent vacancy occurs, other than temporary vacancy as defined below, in an existing job classification or as a result of the development or establishment of a new job classification, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, Employees who wish to apply for such vacancy, including Employees on layoff, may do so. Any employee who applies and is accepted for a job opening in another Department shall serve a 30-day evaluation period following the transfer. Upon the conclusion of the evaluation period, either the employee or the Department Head may elect the employee's return to his/her original Department in his/her former classification. A temporary vacancy shall be defined as a position for an employee who works for a period of no more than two months per calendar year.

13A.3 Selection.

The Employer shall fill the permanent vacancy in the following order of priority:

- (a) The most qualified employee, with the skills and experience to perform the work.
- (b) Any and all other means, including the hiring of outside applicant(s), may be used if the Department Head reasonably determines that the vacancy shall not be filled from within the Bargaining Unit.

The Employer shall not be required to transfer or promote an Employee in the Bargaining Unit if doing so would adversely affect the safety, efficiency or productivity of the Department's operations.

ARTICLE 14 **NON-DISCRIMINATION**

14.1 Prohibition Against Discrimination.

Both the Employer and the Union agree not to discriminate against any Employee on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs or mental and/or physical handicap. Alleged violations of this Section shall be grievable, but not arbitrable, under this Agreement.

14.2 Union Activity.

The Employee and the Union agree that no Employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Alleged violations of this Section shall be grievable, but not arbitrable, under this Agreement.

14.3 Membership Solicitation.

Neither the Union nor its members shall solicit membership on Employees' working time.

ARTICLE 15 **DISCIPLINARY PROCEDURES**

15.1 Employee Discipline.

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps:

- (1) Oral warning with documentation of such filed in the Employee's personnel file;
- (2) Written reprimand with copy of such maintained in the Employee's personnel file;
- (3) Suspension without pay with documentation of such maintained in the Employee's personnel file; and
- (4) Discharge with documentation of such maintained in the Employee's personnel file.

However, the Employer shall retain the right to invoke discipline which is appropriate under the circumstances surrounding the individual incident giving rise to disciplinary action, so long as such surrounding circumstances reasonably warrant issuance of discipline outside the customary steps of progressive corrective discipline.

Prior to actual imposition of written reprimands, suspension without pay or discharges, the Employee shall be afforded an opportunity to discuss his views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the Employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the Employee, a representative of the union (steward) shall be allowed to be present and participate in such discussions.

15.2 Pre-Disciplinary Meeting.

In the event disciplinary action is contemplated against an Employee (other than oral warnings), prior to any pre-disciplinary interrogation by the Employer, the Employee shall be informed of his rights to reasonably available Union representation at such meeting or during such discussions due to the fact that disciplinary action may be taken based on the responses he may supply. In the event disciplinary action is taken, the Employer shall promptly furnish written notice to the Employee which clearly and concisely states the reasons for such discipline. A copy of such written notice shall be placed in the Employee's personnel file.

15.3 Reprimands.

Reprimands will be removed from the Employee's personnel file at the Employee's request after thirty-six (36) months provided that no other disciplinary action is taken against the Employee for any similar offense during the thirty-six (36) month period. The Employer retains the right to retain any reprimands removed from an Employee's personnel file in separate, confidential files; provided, however, that such reprimands shall not be used for purposes of promotion, demotion or discipline of the Employee after removal from his or her personnel file. The Union shall also have access to such files.

15.4 Accuracy.

If an employee disagrees with the information contained in the personnel record, it will be removed by mutual agreement, or the Employee may submit a written statement explaining their position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

ARTICLE 16 **INSPECTION OF PERSONNEL FILES**

The City agrees to allow Employees or their authorized designee to examine the contents of their personnel file in accordance with the Illinois Personnel Record Review Act, 820 ILCS 40/01 et seq., upon five (5) working days' written notice to the appropriate Department Head. Upon written request, the City shall provide Employees with copies of the contents of their personnel files; provided that Employees must pay for the copies at the rate normally charged to the public. Personnel files may not be removed from the appropriate Department office.

ARTICLE 17 **DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

17.1 Definition of Grievance.

A grievance is defined as any meritorious difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning or interpretation of an express provision of this Agreement, including but not limited to disciplinary actions pursuant to Article 15.

17.2 Representation.

Grievances may be processed by the Union on behalf of an Employee or on behalf of a group of Employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group 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 upon his request. Grievances may be filed on behalf of two or more Employees only if the same facts, issues and requested remedy apply to all Employees in the group.

17.3. Subject Matter.

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving Employee(s), and/or the Union representative, and the date.

17.4 Time Limitations.

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 4. Time limits may be extended by mutual agreement.

17.5 Grievance Processing.

No Employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. Such permission shall not be unreasonably denied. In the event of a grievance, the Employee shall always perform his assigned work task and grieve his complaint later, unless the Employee reasonably believes that the assignment endangers his safety. Grievances shall not be investigated during working hours if they unreasonably interfere with the Employer's operations.

17.6 Grievance Meetings.

A maximum of two (2) Employees (the grievant and/or Union representative) per work shift shall be excused from work with pay to participate in a Step 2 or Step 3 grievance meeting. The Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The Employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the Employee's work shift. In the event of a grievance, the Employee shall first perform his assigned work task and file his grievance later.

17.7. Employees Excluded From Grievance Procedures.

No matter concerning the discipline, layoff or termination of probationary Employees shall be subject to the disciplinary, grievance or arbitration procedures.

17.8 Steps in Procedure.

Disputes arising under this Agreement shall be resolved as follows:

Step 1: In the interest of resolving disputes at the earliest possible time, it is agreed that any attempt to resolve a dispute shall first be made between the Employee and his immediate supervisor.

Not later than ten (10) work days after the event giving rise to the complaint, or ten (10) work days after the Employee should have reasonably learned of the event giving rise to the complaint, whichever is later, the Employee must discuss the grievance with his/her Section Superintendent. The superintendent shall orally respond to the Employee not later than ten (10) work days thereafter.

Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Employee shall first complete his assigned work task, and complain later.

Step 2: If no agreement is reached between the Employee and the Section Superintendent, as provided for in Step 1, the Union shall prepare a written grievance on a form mutually agreed to and present it to the Department Head or his/her designee no later than ten (10) working days after the Employee was notified of the decision by the Section Superintendent. Within ten (10) working days after the grievance has been submitted, the Department Head or his/her designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Head or his/her designee shall respond in writing to the grievant and the Union representative within ten (10) working days following the meeting. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

Step 3: If the grievance is not settled at Step 2, the grievance may be referred in writing, within ten (10) working days after the decision of the Department Head or his/her designee, to the Finance and Personnel Committee.

The Finance and Personnel Committee shall, within twenty (20) working days after the grievance has been filed, meet with the Union and the grievant to discuss the grievance. The Committee shall respond in writing to the grievant and the Union within ten (10) working days following the meeting.

Step 4: If the dispute is not settled at Step 3, ONLY the Union may submit the matter to arbitration within ten (10) days after the Finance and Personnel Committee's written decision or the expiration of the ten (10) day period if the Finance and Personnel Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties unable to agree on an arbitrator within (10) working days after such meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such a letter shall request the arbitrator to set a time and a place for the hearing subject to availability of the Employer and the Union

representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Belvidere, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or 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.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Cost of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be FINAL AND BINDING on the Employer, the Union and the Employee or Employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE 18

NO LOCKOUT OR STRIKE

18.1 No Strikes.

Neither the Union nor any Employee will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slow-down or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

18.2 No Lockout.

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is not a breach of Section 18.1 above.

18.3 Resumption of Operations.

In the event of action prohibited by Section 18.1 above, the Union shall immediately disavow such action and request the Employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damage, direct or indirect, upon complying with the requirements of this Section.

18.4 Union Liability.

Upon the failure of the Union to comply with the provisions of Section 18.3 above, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 18.5 below.

18.5 Discipline of Strikers.

Any Employee who violates the provisions of Section 18.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Employee who participates in action prohibited by Section 18.1 above shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an Employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 19 **WAGES**

19.1 Base Wages.

For the Public Works Employees, the Department Head shall assign each Employee to his appropriate classification, and may reclassify Employees from time to time as he, in his sole discretion, deems proper. Bargaining unit Employees shall receive base wages in accordance with the wage schedule attached hereto as Appendix B. Classifications and reclassifications of Employees by the Department Head shall not be grounds for filing of a grievance and shall not be subject to further review. Base wages shall be increased across all classifications and steps by the following amounts:

May 1, 2022: 2.5%

May 1, 2023: 2.5%

May 1, 2024: 2%

May 1, 2025: 2%

19.2 Compensation for Acting Supervisors.

“An Employee who is assigned to the position of an acting Foreman or Specialist shall be compensated at the rate of the position assigned, commencing on the first day and continuing so long as the Employee continues to be assigned to such position.

If the regular Foreman or Specialist is gone one (1) full workday or more, and no other foreman/specialist employee in the same operational section is on duty, the City will assign a person to take that position and pay him or her at the appropriate rate, commencing the first day of the assignment. The City shall rotate acting supervisor assignments among qualified employees. In

other instances, the City may, in its discretion, appoint an acting foreman/specialist employee to meet operational needs.

19.3 Class A-2 Clerical Acting Pay To Class A-1 Clerical

If a Class A-1 clerical employee is gone from work for one (1) full workday or more the Class A-2 employee shall be compensated at the rate of a Class A-1 Employee so long as the Class A-1 employee is absent from work.

ARTICLE 20

MISCELLANEOUS

20.1 Entire Agreement; Amendment.

This Agreement constitutes the complete and entire agreement between the parties, and supersedes any and all other agreements, either oral or written, between the parties with respect to any subject or matter specifically referred to, or not referred to, in this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and this Agreement concludes collective bargaining between the parties for its term. The City and the Council agree, therefore, that during the term of this Agreement, neither party shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement unless specifically stated elsewhere in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, provided such subjects or matters were reasonably within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

20.2 Savings Clause.

If any portion of this Agreement or the application of any such provision is determined by any court or governmental administrative agency of competent and final jurisdiction to be invalid or unenforceable, or is rendered invalid or unenforceable by subsequent legislation, the enforceability of the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event of a determination that any portion of this Agreement is invalid or unenforceable, the parties shall bargain in good faith in attempt to amend such portion of the Agreement.

20.3 Fund-raising.

It is agreed that there shall be no Fund-raising activity under the auspices of the Public Works Department for personal or departmental needs, unless authorized by the City Council.

20.4 Productivity and Safety.

Insofar as the City holds the Department Heads responsible for the productivity and safety of its Employees, the Department Heads will schedule Employees on each job so as to insure productivity and safety of the Employees and the citizens of the City.

20.5 Gender of Words.

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender, unless the context clearly requires otherwise.

20.6 Annual Physical Examinations.

Employees may be required to submit to an annual physical examination by a licensed physician. Employees shall have the option of seeing a physician contracted and paid by the City, or seeing their own physician and being reimbursed the amount the City pays. The results of any physical shall be placed in a separate file from the Employee's personnel file and shall only be accessed by the Employee, the Director of Public Works and the City Clerk. The City shall offer Hepatitis B shots to all interested employees.

20.7 Residency.

All bargaining unit members shall be required to live within an 18-mile radius of the Public Safety Building within 12 months of their completion of their probationary period.

ARTICLE 21 **OUTSIDE EMPLOYMENT**

Any Employee pursuing secondary employment must furnish proof of workers' compensation insurance coverage for such secondary employment or alternatively execute a waiver holding the City harmless for any injury sustained during such secondary employment or a result thereof. No sick leave benefits shall be provided to such Employee due to injury or illness contracted while performing such secondary employment. For purposes of this Article, the term "secondary employment" refers to those situations in which an Employee is compensated for services rendered to third parties.

ARTICLE 22

SUBCONTRACTING

22.1 General Policy.

It is the general policy of the City of Belvidere to maintain and continue to utilize bargaining unit Employees to perform work they are qualified to perform. However, the City further maintains the right to contract out any work it deems appropriate in the interest of the economy of government.

22.2 Procedure.

When the City determines to subcontract bargaining unit work, and it would result in the reduction of the work force or the reduction of the forty (40)-hour workweek, it shall first provide the Union an opportunity to meet and negotiate the economic impact of such contemplated action on the bargaining unit prior to its actual implementation. Any impasse under such negotiations shall be resolved pursuant to the grievance/arbitration procedures contained herein.

22.3 Transfer of Work.

The City agrees that it shall not use its non-bargaining unit personnel to reduce the number of employees in the bargaining unit, or their regular hours.

ARTICLE 23

TRAINING AND EDUCATIONAL INCENTIVE

23.1 Policy.

The City shall endeavor to provide opportunities for in-service training with the objective of furthering the qualifications of employees.

23.2 Compensation.

The City agrees to compensate all permanent full-time employees at straight time rate up to eight (8) hours per day for all training, schools, and courses which the City requires an employee to attend during the normal work day. When an employee is required to use his/her own vehicle, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. An employee shall receive up to \$30.00 per day for meals when attending training/school outside of the corporate limits of the City of Belvidere, upon a reimbursement basis and upon presentation of paid receipts. In the event that an employee needs to stay overnight at such

training/school session, the City will reimburse the employee at the Illinois State Employee Rate, or at the actual hotel/motel rate paid, whichever is less.

23.3 Educational Incentive.

All permanent full-time bargaining unit employees who voluntarily participate in a pre-approved education and training program shall be eligible to receive tuition and book reimbursement, up to \$500 per fiscal year, upon providing certified proof of satisfactory course completion. The City shall pay the full cost for tuition, books and any and all fees for Spanish language classes for clerical employees.

23.4 Certification Incentive.

- (a) Commencing upon execution of this Agreement, all current permanent full-time employees shall be paid annual lump sum incentive bonuses for current, or upon achieving, certification in the following as long as they maintain such license in good standing:
 - (i) Wastewater - IEPA certification as:

Class IV	-	\$500.00
Class III	-	\$500.00
Class II	-	\$750.00
Class I	-	1,000.00
 - (ii) Water - IEPA certification as:

Class D	-	\$500.00
Class C	-	\$750.00
Class B	-	\$1,000.00
- (b) All new hires in the Water/Sewer Section are required to acquire a Class D Water Operators license prior to end of year 3; all new hires in the Wastewater Treatment Plant Section are required to acquire a Class IV license prior to end of year 3.
- (c) Payments made under part (a) above shall be made on or about May 1 of each year. Said payments are not contingent on any quantity or number of hours worked, and shall not be included in the employee's regular hourly rate for hours worked or for calculation of overtime purposes.
- (d) Employees who obtain certification subject to this Article shall receive a pro-rated portion of their first payment, measured by (i) the number of days from submission of proof of obtaining certification to the next April 30, (ii) divided by 365.

ARTICLE 24
PRORATION OF BENEFITS

24.1 Payment of Prorated Benefits.

A benefit of specified dollars (clothing, shoe allowance, etc.) will be paid in full at the time of hiring. When the first annual payment is due, the employee shall receive a prorated amount of that benefit.

24.2 Calculating Benefits.

Prorated benefits will be calculated according to that portion of the year remaining from date of hire to date of annual payment (May 1).

For example, if an employee is hired on December 1 and the annual payment is due on May 1, s/he will receive full payment on December 1 and 5/12 benefits on May 1.

For purposes of calculating partial months:

-hired on 1st through 10th = full month's credit

-hired on 11th through 20th = 2/3 month's credit

-hired on 21st through 31st = 1/3 month's credit

24.3 Retroactive Benefits.

For purposes of this Section, the term "retroactive benefits" refers to benefits that would otherwise accrue during the period from the effective date of this Agreement until the actual date of its execution. Retroactive benefits will apply to salary and previously calculated and paid overtime. An employee leaving employment prior to a contract settlement shall not be eligible to receive all retroactive benefits pursuant to this Section.

24.4 Personal Business Day Allowance.

Personal business days for new employees will be pro-rated from the date of hire to May 1, but under no circumstances will new employees be granted less than two (2) personal days.

All prorated days above this minimum two (2) will be rounded to the nearest one-half (1/2) day.

ARTICLE 25
DRUG AND ALCOHOL POLICY

The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix C attached hereto and made a part hereof.

ARTICLE 26
TERMINATION

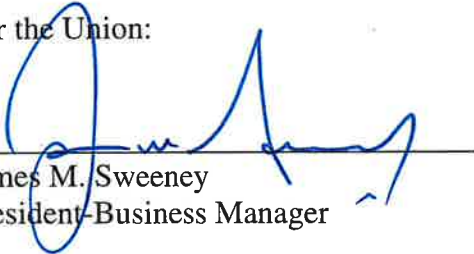
26.1 Term of Agreement.

This Agreement shall be effective as of May 1, 2022 and shall remain in effect until April 30, 2026, and shall continue thereafter from year to year unless written notice of a desire to terminate or modify this Agreement is given by either party to the other on or before January 31, 2026, or any succeeding February 28th. The City shall serve such notice on any officer of the Union. The Union shall serve such notice upon the City Clerk of the City.

26.2 Effect During Negotiations.

In the event that notice is given as provided in Section 26.1, the parties agree to commence negotiations no later than February 28th of the year in which the notice is served. If negotiations have not been satisfactorily completed by January 31 of the following year, this Agreement shall remain in full force and effect unless either party gives at least ten days' written notice of its desire to terminate the Agreement to the other party. To evidence their agreement, the duly authorized agents of the parties have executed this Agreement below.

For the Union:


James M. Sweeney
President-Business Manager


Bryan P. Diemer
Attorney

For the City of Belvidere:


Clinton Morris
Mayor

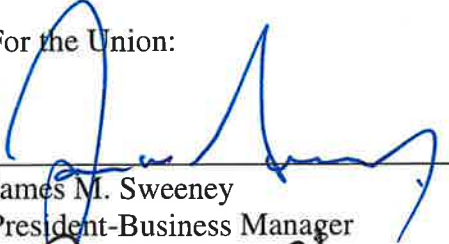
LETTER OF UNDERSTANDING

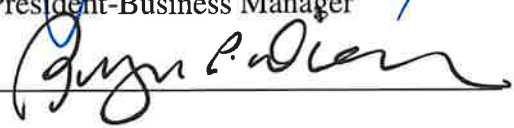
Pursuant to an agreement between the International Union of Operating Engineers, Local 150, Public Employees Division, and the City of Belvidere, the parties agree that, barring an emergency (e.g. required street salting, plowing, water main breaks or other unforeseen circumstances), all bargaining unit Employees shall be allowed to leave at 12:00 p.m. (noon) on Christmas Eve Day and New Year's Eve Day.

The Parties agree that the City may, but is not obligated to, assign, on a temporary basis, non-bargaining unit work (certified operator of the water supply system) to a member of the bargaining unit so long as the bargaining unit member holds the appropriate state license and agrees to the assignment. The assigned member shall receive an additional stipend of \$5,000.00 per fiscal year on a prorated basis until the City removes such work and re-assigns it to a non-bargaining unit employee.

To evidence their agreement, the duly-authorized agents of the parties have executed this Letter of Understanding below.

For the Union:


James M. Sweeney
President-Business Manager



For the City of Belvidere:


Clinton Morris
Mayor

APPENDIX A & B

APPENDIX A						
Non-Clerical						
Step		5/1/2021- 4/30/2022	5/1/2022	5/1/2023	5/1/2024	5/1/2025
At Hire		\$ 25.37	\$ 26.00	\$ 26.65	\$ 27.19	\$ 27.73
After 90 Days		\$ 26.63	\$ 27.30	\$ 27.98	\$ 28.54	\$ 29.11
After 1 Year		\$ 27.87	\$ 28.57	\$ 29.28	\$ 29.87	\$ 30.46
After 2 Years		\$ 29.12	\$ 29.85	\$ 30.59	\$ 31.21	\$ 31.83
After 2 Year 6 mos.		\$ 30.38	\$ 31.14	\$ 31.92	\$ 32.56	\$ 33.21
After 3 Years		\$ 31.62	\$ 32.41	\$ 33.22	\$ 33.89	\$ 34.56
After 4 Years		\$ 32.88	\$ 33.70	\$ 34.54	\$ 35.24	\$ 35.94
After 5 Years		\$ 34.13	\$ 34.98	\$ 35.86	\$ 36.57	\$ 37.31
Foreman / Specialist		\$ 36.84	\$ 37.76	\$ 38.71	\$ 39.48	\$ 40.27
Appendix B						
Clerical						
		5/1/2021- 4/30/2022	5/1/2022	5/1/2023	5/1/2024	5/1/2025
At Hire (A-3)		\$ 19.51	\$ 20.00	\$ 20.50	\$ 20.91	\$ 21.33
After 90 Days (A-2)		\$ 21.14	\$ 21.67	\$ 22.21	\$ 22.65	\$ 23.11
After 1 Year (A-2)		\$ 22.78	\$ 23.35	\$ 23.93	\$ 24.41	\$ 24.90
After 2 Years (A.1)		\$ 24.14	\$ 24.74	\$ 25.36	\$ 25.87	\$ 26.39
After 3 Years (A-1)		\$ 26.07	\$ 26.72	\$ 27.39	\$ 27.94	\$ 28.50

APPENDIX C

DRUG & ALCOHOL ABUSE POLICY

DEFINITIONS

CONSORTIUM. The Consortium is the Mid-West Truckers Association Drug and Alcohol Testing Consortium, or any group the City designates, so long as the Union is given 30 days' written notice.

DRIVER means any person who operates any commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to an employer who operate a commercial vehicle at the direction of or with the consent of an employer.

SAFETY SENSITIVE FUNCTION means all time from the time an employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

Safety Sensitive Functions shall include:

1. All time at the City of Belvidere or shipper plant, terminal, facility or other property, or any public property, waiting to be dispatched, unless the employee has been relieved from duty by the government entity;
2. All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time resting in a sleeper berth (a berth conforming to requirements of 49 CFR Part 393.76);
5. All time loading and unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

An employee shall not perform work for the City if he/she has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

C. Prohibited Drug-Related Conduct

An employee shall not perform work for the City if he/she has engaged in any of the following activities:

1. Using any of the following controlled substances or any other drug as required by the USDOT, Federal Highway Administration, provided the Union and all bargaining unit members are given written notice of additional drugs.
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

D. Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle or performing a safety-sensitive function for the City must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle or to perform a safety-sensitive function.

2. If the therapeutic drug use may affect the employee's ability to operate a commercial motor vehicle or perform a safety-sensitive function, the employee may be temporarily assigned to an alternate duty or may be transferred to another appropriate position, if such position is available.

E. Over-the-Counter Substance

An employee may use an over-the-counter substance that will not affect the employee's ability to safely perform a safety-sensitive function.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when an employee was involved in an accident in a City vehicle, and either of the two circumstances below apply:
 - a. The accident involved the loss of life; or
 - b. The employee receives a citation for a moving traffic violation and either the accident involves bodily injury to a person who as a result of the accident immediately receives medical treatment away from the scene of the accident, OR, one or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by tow truck or other motor vehicle.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
 - b. If testing is not administered within two (2) hours of the accident, the City must prepare and maintain a record stating the reason the test was not promptly administered.
 - c. If testing is not administered within eight (8) hours of the accident, the City shall cease attempts to administer an alcohol test.
 - d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol post-accident test is completed.

3. Post-Accident Drug Testing

The City of Belvidere shall provide the employee with necessary post-accident information, procedures and instructions, prior to the employee operating a CMV, so that the employee will be able to comply with the requirements of this section.

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the City shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the City must prepare and maintain a record stating the reason the test was not promptly administered.

4. Refusal to Undergo Testing

Any employee who refuses a required post-accident alcohol and/or drug test, or fails to complete the testing (except for valid medical reasons), shall be deemed to have tested positive.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines.

1. Restricted Period

- a. Employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing any time while on duty. Employees are also subject to unannounced alcohol testing if the employee is performing safety sensitive functions.
- b. The City will not require employees to come in for a call-out assignment for the sole purpose of random testing.
- c. An employee who is on leave of absence of 30 days or more will remain in the random testing pool as long as there is a reasonable expectation of his or her returning to duty. The determination of whether there is a reasonable expectation of the employee's ability to return to duty will be made by his/her treating physician. If the employee's name is pulled while on such a leave, the employee will be tested upon his or her return to work. If there is no a reasonable expectation that the employee will return to work, the employee's

name will be removed from the random pool. The employee and the union will be given written notice of the employee's removal from the random pool. Such an employee shall be required to submit to testing before returning to work.

2. Frequency

- a. The City shall conduct random drug testing on at least fifty percent (50%) of the average number of CDL employees in the consortium in which the City participates in calendar year 1998. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 40 CFR Part 381 (Sec.382.305)). The City shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
- b. The City shall conduct random alcohol testing on at least ten percent (10%) of the average number of CDL employees in the consortium in which the City participates in calendar year 1998. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec.382.305)). The City shall provide written notice to the Union before January 1, of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Mayor or other person responsible for administering the drug and alcohol policy for the City shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by

alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.
2. A second trained department supervisor, if one is reasonably available, must confirm the reasonable suspicion determination.
3. Alcohol testing is authorized only when observations of the employee are made during, just before, or just after the period of the work day the employee is required to be in compliance with Part 382. The employee may be required to undergo reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased such functions.
4. The employee is entitled to Union representation before being questioned or tested following a reasonable suspicion determination, if he/she so requests. Questioning and/or testing shall not be delayed if a representative is not immediately available.
5. If a reasonable suspicion alcohol test is not conducted within two (2) hours after observing the employee, the City shall prepare and maintain on file a record stating the reason why the test was not promptly administered. If the test is not conducted within eight (8) hours after observing the employee, the City shall cease attempts to conduct the test and prepare and maintain on file a record stating the reasons why the test was not administered.
6. The supervisor(s) must complete and submit a Reasonable Cause Observation Form within twenty-four (24) hours of the observed behavior or before the drug test results are released, whichever is earlier.
7. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug intoxication, including at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until he/she takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until he/she takes a return to duty urine drug test with a verified negative result for controlled substances use.
3. Return to duty testing shall be conducted by a person of the same gender as the employee tested.

E. Follow-Up Testing

1. If the SAP determines that the employee is in need of assistance in resolving a drug and/or alcohol problem, the employee may be subject to unannounced follow-up drug and/or alcohol tests following the employee's return to duty. The number and frequency of such tests shall be determined by the SAP and shall consist of at least six tests in the first twelve months of the employee's return to duty. In cases where the SAP does not make that determination, the MRO will direct at least the minimum six unannounced follow-up tests to be administered within the first twelve (12) months. The SAP may direct the employee to undergo both drug and alcohol tests if the SAP determines that follow-up testing for both drugs and alcohol are necessary for that employee. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty.
2. Follow-up testing shall be conducted by a person of the same gender as the employee tested.

III. TESTING PROCEDURES

A. Drug-Testing Procedure

1. Collection Site
 - a. Once a drug test is announced, the employee shall go directly to the collection site.
 - b. Upon arrival, the employee shall be directed to complete all necessary forms and to empty his/her pockets prior to testing.
 - c. Before testing, the employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
 - d. The employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet.

- e. Once an employee has provided a urine sample in the collection container, he/she shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the city as the person responsible for receiving laboratory results generated by the City's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT). When positive, a confirmation test will be performed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- c. When directed in writing by the MRO to the laboratory that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing by the GC/MS method.

4. Primary Specimen Test Results

- a. Negative Test Results.

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the consortium which will then forward results to the City and employee.

- b. Positive Test Results.

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to any person until they are reviewed by the MRO.

- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and conduct an interview to determine if there is an alternative medical explanation for the positive test result.
 - a) If the MRO determines that the positive result was caused by the legitimate, lawful medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative. The employee's use of such drug shall comply with the requirements of Part I, Section D of this Policy.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that he/she has seventy-two (72) hours in which to request a confirmation test of the split specimen.
- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split-specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Positive Confirmation Test

Upon receiving the results of the positive test, the City shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five (45) milliliters shall be offered up to forty (40) ounces of drinking water and allowed three (3) hours before being asked to provide another urine specimen.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until a final determination is made by the MRO.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.
 - 3) The City shall pay for any fees assessed for this examination.

7. Refusal to Take Drug test/Intentionally Adulterated Specimens.

Refusal to take a drug test shall be considered a positive result, unless it is subsequently determined that the order to take the test was in violation of this policy.

Intentionally adulterated specimens shall be considered a positive result.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.

b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

c. Testing Site

- 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
- 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions he/she may have.
- 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
- 4) Once testing is complete, the BAT shall show the results to the employee.

d. Screening Test

- 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

e. Confirmation Test

- 1) When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than thirty (30) minutes after completion of the screening test.
- 2) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period but not less than twenty-four (24) hours following administration of the test.

- 3) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

f. Inability to Provide an Adequate Amount of Breath

- 1) If an employee is unable to provide an adequate amount of breath, the City shall direct the employee to see a licensed physician.
- 2) The employee may not perform safety sensitive functions until he/she is evaluated by a physician, provided the evaluation takes place within two (2) hours.
- 3) The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- 4) If the MRO determines, based on a physician's reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- 5) If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- 6) The City shall pay any medical fees assessed for the examination.

g. Refusal to Take Alcohol Test

Refusal to take an alcohol test shall be considered a positive result, unless it is subsequently determined that the order to take the test was in violation of this policy.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

Any employee who has engaged in conduct prohibited by this policy shall be advised of the resources available in evaluating and resolving problems associated with the misuse of alcohol and/or drugs by providing the employee with the name, address and telephone number of one or more SAP's and treatment facilities.

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from performing safety sensitive functions for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol prohibitions set forth above, shall be immediately removed from performing safety sensitive functions.
2. The employee cannot resume the performance of safety sensitive functions until he/she:
 - a. Is evaluated by a Substance Abuse Professional, (SAP) who will determine what assistance, if any, the employee needs in resolving problems with drugs and/or alcohol misuse; and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse prohibitions set forth above, shall be immediately removed from performing safety sensitive functions.
2. The employee cannot resume the performance of safety sensitive functions until he/she:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a negative result.

D. Discipline

1. Any discipline imposed on an employee shall be subject to the disciplinary provisions of Article 15 of the Collective Bargaining Agreement.
 - a. Discipline shall only be imposed for just cause.
 - b. Discipline shall be progressive and corrective unless circumstances surrounding the incident reasonably warrant issuance of discipline outside the customary steps of progressive, corrective discipline.
2. Notwithstanding the above, under the following circumstances, discipline solely for a positive test result, without more, shall not exceed the limits listed herein.
 - a. The first confirmed positive test result for drugs or alcohol: discipline up to and including a maximum five (5) work day disciplinary suspension.
 - b. Second confirmed positive test result for alcohol or prohibited drugs” discipline up to and including discharge for second offense.
 - c. Violation of the prohibition against unlawful manufacture, sale, distribution or dispensation of a controlled substance as defined in Article I of this policy: discipline up to and including discharge for first offense.
 - d. Violation of other prohibited conduct as defined in Article I of this policy: discipline up to a maximum thirty (30) work day disciplinary suspension for first offense; discipline up to and including discharge for second offense.
3. Nothing in this policy shall prevent the City from disciplining an employee for performance, safety or other problems, or misconduct and/or violations of Department policies and rules, beside the positive test result in and of itself, in accordance with the disciplinary policy set forth in the parties’ collective bargaining agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing under CFR Part 382 as set forth in this policy, shall be considered as having tested positive for purposes of Article IV of this policy and shall be immediately removed from performing or continuing to perform safety-sensitive functions.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records, including any records pertaining to tests conducted on the employee, shall be maintained under strict confidentiality by the employer, drug testing laboratory, Medical Review Officer, and, where applicable, the Substance Abuse Professional.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the City Must Release Records

1. To the employee, upon written request.
2. When requested by Federal or State agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee-initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing
 - a. Any employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline under this

policy. If an employee voluntarily refers himself or herself to the EAP on subsequent occasions, he or she may be subject to discipline as defined in Article IV(D).

- b. Any employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of required return to duty testing.

2. At Time of Testing

If an employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the City may consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g., sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the City shall, to the extent necessary for treatment and rehabilitation, and subject to Article 8, Section 4 of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

VII. TRAINING AND EDUCATION

Prior to October 31, 1998, the City shall meet with all employees subject to this policy for the purpose of explaining the policy and the testing requirements under 49 CFR 40 and 382. Representatives from Local 150 may be present at the meeting and may explain the Union's role in the policy.

At this meeting, the City shall supply a copy of the policy to all employees. New employees shall be supplied with a copy as part of new employee orientation.

VIII. GRIEVANCE PROCEDURE

Any alleged Employer violations of this policy may be grieved pursuant to Article 17 of the Collective Bargaining Agreement.

Signed and entered into this 22th day of June, 2022.

International Union of Operating Engineers, Local 150:

By: _____

James M. Sweeney
President/Business Manager

Bryan P. Diemer
Attorney

City of Belvidere:

Clinton Morris
Mayor