

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF EDWARDSVILLE  
PARKS DEPARTMENT

and

LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA

LOCAL 397

**2025 - 2028**

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**Agreement  
City of Edwardsville**

This Agreement is between the City of Edwardsville, Illinois, Parks Department, hereinafter also known as the "Employer," and Local Union No. 397 of the Laborers' International Union of North America, affiliated with the AFL-CIO, of Edwardsville, Illinois, and vicinity, also hereinafter known and the "Union".

**Whereas**, the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort and well-being, of a large number of people in this community; and

**Whereas**, the very existence of the Employer is conditioned upon carrying out its obligations and responsibilities to the public served; and,

**Whereas**, this responsibility to the public is a mutual responsibility of employees and the Employer which requires that any disputes arising between the employees and the Employer be settled in an orderly way without interruption of service to the public;

**Now Therefore**, in furtherance of harmonious relationships among employees, the Employer and the public, it is hereby ordained by the City Council of the Employer, and mutually agreed by the parties hereto, that there shall be no strike nor lockout during the term of this Agreement and that this mutual covenant shall continue through the future relations between the parties hereto.

**ARTICLE 1  
JURISDICTION**

Jurisdiction of this Agreement; shall include the City of Edwardsville, Illinois, and vicinity, and all additional facilities of the Employer.

**ARTICLE 2  
RECOGNITION OF THE UNION**

**Section 2.01 Recognition of Union and Dues.** The Employer recognizes the Union as the sole representative for the full-time Parks Laborer employees of the Parks Department and agrees to bargain collectively with the properly constituted and proven representatives of the Union on matters affecting its membership. It is recognized by the parties hereto that in the operation of the services of the Employer, on account of the responsibility at all times to furnish a safe and adequate supply of service to the City of Edwardsville and vicinity, and its inhabitants, that there can be no division of this responsibility. The parties recognize the facts to be that the Union's knowledge and experience with the industry here involved, together with the sources of competent workers available to it, can be of assistance to the Employer in recruiting needed employees. It is, therefore, agreed that the Employer shall notify the Union whenever employees are to be hired and shall afford the Union an opportunity to recommend job applicants. The Employer further agrees to give such applicants due consideration. The Union acknowledges that the Employer has the right to conduct pre-employment physicals as well as other testing measures of applicants and to use the results as a basis for its hiring decisions. This Agreement shall safeguard the right of non-

association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members.

**Section 2.02 Check-off.** Upon proper authorization from employees, the Employer shall withhold from employee checks regular monthly dues. Said dues shall be uniform in amount, and will be forwarded on a monthly basis to the Union.

In the event the parties know in advance that an employee will be absent for four (4) weeks or more in any quarter, the Union may authorize the Employer, in writing, to reduce the amount of deductions for said employee for that quarter.

**Section 2.03 Indemnity.** The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, judgments, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

### **ARTICLE 3 SCOPE OF AGREEMENT**

This Agreement shall cover the operation, repair, maintenance and extension of the services of equipment provided and maintained by the Employer for its Parks Department, known collectively as facilities of the Parks Department in Edwardsville and in any additional facilities of the Employer. During the term of this Agreement, departmental work assignments, health and safety rules and accepted equipment-operation procedures of the Parks Department of the Employer shall govern the Employer and its employees.

### **ARTICLE 4 SENIORITY**

Seniority from the first day of regular employment, less any adjustments due to layoff, shall apply to accrual of vacation and sick leave.

#### **Section 4.01 Layoff/Recall**

**By Seniority.** Layoffs and recall in the Parks Department shall be on the basis of departmental seniority. That is, the last employee hired shall be the first laid off; the last employee laid off shall be the first recalled, if available, and providing such employee is physically fit to return to work.

**Layoff Status.** Employees who are laid off shall be considered on layoff status for a period of twenty-four (24) continuous months from the date on which they were laid off, during which time the employee will be eligible for recall. Employees on layoff status shall not be entitled to nor credited with, accrual of seniority for any purpose, or any form of compensation by the Employer. Seniority as of the date of layoff shall be preserved if an employee is rehired within said twenty-four months. That is, if a regular employee of five (5) years is laid off, but

rehired one (1) year thereafter, he or she will return to employment with five (5) years of accredited service.

**Recall.** Employees who are eligible for recall shall be given five (5) calendar days' notice of recall. Said notice shall be sent to the employee by certified mail with a copy to the Union, provided that the employee must notify the Parks Director of his/her intention to return within three (3) calendar days after receiving said notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being, the obligation and responsibility of the employee on layoff status to provide the Director with his/her current mailing address.

**Section 4.02 Breaks in Seniority.** Seniority and the employment relationship shall be terminated when an employee:

- a) voluntarily quits or retires;
- b) is discharged for proper cause;
- c) is absent for three (3) consecutive work days without valid excuse;
- d) has performed no work for the Parks Department for a period of twenty-four (24) consecutive calendar months;
- e) is laid off and fails to return to work within five (5) calendar days after having been notified by certified mail or telegram at his/her last known address, unless the employee is excused from returning to work within said five (5) calendar days by the Employer; or
- f) does not report for work at the termination of an authorized leave of absence.

## **ARTICLE 5 PAY DIFFERENTIALS**

### **Section 5.01 Commercial Driver's License.**

A maximum of 50% of employees are subject to the terms of this agreement may possess a valid Class A Commercial Driver's License (CDL) issued by the State of Illinois and shall receive an additional seven hundred dollars (\$700.00) per year payable in May of each year through the regular payroll process.

The employees are selected by the Director of Parks & Recreation based on their qualifications, skills and work experience. If all of this criteria is equal, the selection will default to seniority.

The Employer agrees to pay any application and renewal fees for the test attempt in which the employee passes through reimbursement subject to proper claim. Such reimbursements shall not include payment for renewals or recertifications necessary due to the suspension or revocation of driving privileges. The loss or expiration of such licensing status shall cause a pro-rated payment. It shall be the obligation of the employee to report such status loss, expiration and renewal to the Director of Parks & Recreation and the Director of Human Resources. Any overpayments that result from an employee's failure to provide such notification shall result in a deduction from future or accrued earnings. Under no condition is a CDL a requirement of employment or the loss of a CDL affect an employee's employment status with the City of Edwardsville. Any employee

that has a commercial driver's license shall be subject to the Substance Abuse Policy that is attached hereto as Appendix B.

#### Reimbursement for Training

The Employer may provide employees CDL training. Such employees will reimburse the Employer for expenses incurred regarding CDL training costs if they decide to voluntarily terminate their employment with the Employer for reasons not related to serious illness or on-duty injury, within three (3) years of active service (not including layoff) following their completion of the training.

The reimbursement obligation shall consist of the sum of all amounts expended by the Employer in connection with providing the training program on behalf of the employee.

Credit for services rendered will be given against the reimbursement obligation at the rate of one-sixth (1/6<sup>th</sup>) of the total reimbursement obligation for each twenty-six (26) weeks of continuous full-time employment after completion of the basic training academy program. Any absence from work due to illness, injury, or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given. Absences related to any injury sustained in the line of duty shall not be excluded.

Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of cessation of employment with the Employer, in monthly installments of no less than one-twenty-fourth (1/24<sup>th</sup>) of the total reimbursement obligation.

**Section 5.02 Spraying License.** Employees authorized by the City to obtain an Illinois Department of Agriculture (IDOA) spraying license as listed below shall receive the following stipend in May of each year:

- IDOA Operators Spraying License                      \$ 350per year
- IDOA Applicators Spraying License                      \$ 500per year

Approved employees are only eligible to receive one of the stipends as listed.

The Employer agrees to pay any application and license fees for the test attempt in which the employee passes through reimbursement subject to proper claim. The loss or expiration of such licensing status shall cause a pro-rated payment. It shall be the obligation of the employee to report such status loss, expiration and renewal to the Director of Parks & Recreation and the Director of Human Resources. Any overpayments that result from an employee's failure to provide such notification shall result in a deduction from future or accrued earnings.

This stipend shall be paid through the regular payroll process in May of each calendar year.

**Section 5.03 Play Ground Certification.** Employees authorized by the City to obtain a National Recreation Park Association Playground Certification shall receive a \$ \$550 stipend in May of each year.

This stipend shall be paid through the regular payroll process in May of each calendar year.

**ARTICLE 6  
FOREMAN**

The Employer shall have the right to appoint a working foreman for the Parks Department at the rate of \$ \$2.00 per hour in addition to Employee’s base wage.

The Employer may appoint a temporary foreman when there is an extended absence of the regular foreman. The temporary foreman shall receive an additional \$2.00 per hour when working as a foreman.

The foreman has the right to make job assignments subject to the direction of the Employer. Management personnel shall not normally perform any maintenance or operational work covered by this Agreement, except in cases of emergency, or for the sake of training, or illustrative purposes, and in accordance with State law. It shall not be compulsory for any employee to accept the position of foreman unless all employees refuse; in which case the Employer may assign a working foreman of its choice.

Management personnel shall be defined as the Parks Director and Recreation Supervisor.

**ARTICLE 8  
BASE PAY RATES**

**Section 8.01 Base Hourly Wage.** Base wage for employees shall be as follows:

<u>Effective Dates</u>	<u>Base Wage</u>	
May 1, 2025 – April 30, 2026	(4.0% wage increase)	\$27.16
LNIPF Pension contribution		(\$1.00)
<b>Base Hourly Wage on paycheck</b>		<b>\$26.16</b>
May 1, 2026 – April 30, 2027	(3.5% wage increase)	\$28.07
LNIPF Pension contribution		(\$1.00)
<b>Base Hourly Wage on paycheck</b>		<b>\$27.07</b>
May 1, 2027 – April 30, 2028	(3.5% wage increase)	\$29.02
LNIPF Pension contribution		(\$1.00)
<b>Base Hourly Wage on paycheck</b>		<b>\$28.02</b>

If an employee works more than 16 hours straight, all hours are to be paid at the higher applicable overtime rate during the work until job is complete. Hours worked are at the discretion of the

Director of Parks and Recreation and/or Designee. If an employee gets called back within 1 hour after clocking out, it will not be a break in service for the day and the employee will be entitled to the higher applicable overtime rate for all hours worked from the beginning of the shift.

**Section 8.02 Longevity.** In recognition of extended service, a longevity increment shall be paid for regular employment in addition to the base wage, as follows:

<b>Year of Regular Employment</b>	<b>Per Hour</b>
Beginning the Fifth (5 <sup>th</sup> ) year	\$ 0.40
Beginning the Tenth (10 <sup>th</sup> ) year	\$ 0.75
Beginning the Fifteenth (15 <sup>th</sup> ) year	\$ 1.00
Beginning the Twentieth (20 <sup>th</sup> ) year	\$ 1.30
Beginning the Twentieth-Fifth (25 <sup>th</sup> ) year	\$ 1.45

Longevity retroactive to anniversary date of hire.

In addition to the longevity amounts above, employees having participated in the Illinois Municipal Retirement Fund (IMRF) through employment with the City of Edwardsville for a period of twenty (20) years or more shall be annually paid a one-time longevity bonus equal to ten percent (10%) of his or her regular bi-weekly base pay (including regular longevity pay) for the first pay period of May.

**Section 8.03 Pension Contribution.** In addition to the base hourly wage listed in Section 8.01, the Employer agrees to make contributions to the Laborers' National (Industrial) Pension Fund ("LNIPF") in the amount of one dollar (\$1.00) per hour per employee for all hours worked or for which the employee is paid, including overtime and benefit hours.. The Union will notify the employer of an increase in this amount in a timely manner prior to any increase, but no more than once per contract year. Any additional increase in the pension contribution shall be deducted from the base wage.

The Employer shall be responsible, under the Pension Protection Act of 2006, for making additional contributions to the LNIPF under the requirement of the Fund's Rehabilitation Plan. The Employer and the Union have agreed to adopt the Preferred Schedule of the LIUNA Rehabilitation Plan as outlined in Exhibit A for all hours worked, or for which the employee is paid, including overtime and benefit hours effective on the first day of the month prior to the date that this contract is signed or November 1, 2012, whichever date is earlier. It shall be understood that this LNIPF is in addition to the current Illinois Municipal Retirement Fund (IMRF) pension plan and that all members of the bargaining unit will participate in the contributions to the LNIPF.

**Section 8.04 Training.** A period of training shall be established for all employees. All new employees shall be paid at a rate of 95% of the hourly base wage for the first six months of employment; and 100% thereafter; provided, the Employer may waive the training wage, at its sole discretion, for new employees who transfer from other departments of the Employer into the

Parks Department, or for employees who bring appropriate job skills to the job. If a temporary employee is hired directly from temporary employment as a new employee, their employment as a temporary employee during the current fiscal year shall count towards the training requirement of this Section. Nothing contained herein shall modify the terms of Article 4, Seniority. Seniority for a temporary employee will begin on the first day of regular full-time employment and not sooner. The apprenticeship wage shall not apply to day labor hired from the Union Hall, who shall be considered temporary employees as provided for in this agreement.

**ARTICLE 9  
SICK/DISABILITY LEAVE**

**Section 9.01 Sick Leave Accumulation.**

**Tier 1 for Employees Hired Before May 1, 2016:**

1. Full-time employees hired before May 1, 2016 shall be entitled to 120 hours of sick leave per year after one year of continuous employment with the Employer.
2. Each full-time employee shall be entitled to an additional 120 hours of sick leave on the subsequent anniversary dates of her/his continuous employment.
3. The total maximum accumulation shall be 720 hours.
4. Upon termination of employment for cause, an employee will not be paid any accumulated and unused sick leave. Upon voluntary separation or involuntary layoff from employment, an employee will receive a percentage of accrued and unused sick leave pay from the maximum of 720 hours based on the following scale:

After 5 years of full-time continuous service	50%
After 10 years of full-time continuous service	70%
After 15 years of full-time continuous service	85%
After 20 years of full-time continuous service	100%

The sick leave will be paid out at the employee's rate of pay at the time of separation.

**Tier 2 for Employees Hired On or After May 1, 2016:**

1. Full-time employees hired on or after May 1, 2016 shall be entitled to 80 hours of sick leave per year after one year of continuous employment with the Employer.
2. Each full-time employee shall be entitled to an additional 80 hours of sick leave on the subsequent anniversary dates of her/his continuous employment.
3. The total maximum accumulation shall be 480 hours.

4. Upon termination of employment for cause, an employee will not be paid any accumulated and unused sick leave. Upon voluntary separation or involuntary layoff from employment, an employee will receive a percentage of accrued and unused sick leave pay from the maximum of 480 hours based on the following scale:

After 5 years of full-time continuous service	50%
After 10 years of full-time continuous service	70%
After 15 years of full-time continuous service	85%
After 20 years of full-time continuous service	100%

The sick leave will be paid out at the employee's rate of pay at the time of separation.

For illness or non-occupational disability resulting in an absence of more than two (2) days, an employee shall be paid according to the sick leave schedule set forth above; provided, however, that the employee presents a certificate from the employee's health care provider certifying the illness or disability, the date thereof, and the ability to return to work. Any employee absence because of illness or non-occupational injury for two (2) days or less shall be paid if the employee has sick leave benefits accumulated without need of a physician's certificate unless the employer has reasonable doubt about the actual illness or disability of the employee. Sick leave shall be charged in increments of fifteen (15) minutes or more in quarter-hour increments.

**Section 9.02 Additional Provisions.** An employee receiving sick leave pay while also receiving payment under workers' compensation or a pension fund shall receive only the difference between the employee's regular salary and the payments received from worker's compensation or the pension fund, unless otherwise provided by law.

**Section 9.03 Outside Employment.** No benefits shall be paid for any sickness or disability sustained while the employee is: 1) in the employment of another entity or gainfully self-employed; or 2) on a leave of absence for military service.

**Section 9.04 Family and Medical Leave Act.**

The Family and Medical Leave Act (FMLA) shall be provided as outlined in the City Personnel Code.

**ARTICLE 10  
HOURS OF WORK AND OVERTIME**

**Section 10.01 Workday.** The normal daily working hours of the Parks Department shall include an eight (8) hour day. Employees shall normally work from 7:00 a.m. to 3:30 p.m. during all seasons with a thirty (30) minute unpaid meal break and two (2) paid breaks of ten (10) minutes, one during the first half and one during the second half of a full eight (8) hour shift. With forty-eight (48) hour notice, and with the recommendation of the Foreman and approval by the Director of Parks and Recreation, the eight (8) hour workday can be adjusted to have an assigned

start time between 6:00 a.m. and 8:00 a.m. With a mutual agreement by both parties, the required forty-eight (48) hour notice can be waived.

**Section 10.02 Overtime/Call-outs.** Employees shall be paid for overtime work at the rate of one and one-half (1 ½) times the employee's straight-time, base wage for all work in excess of the normal work day of at least eight (8) hours in any one day, or forty (40) hours in any one week. There shall be no duplication of daily or weekly overtime, or worked holiday pay.

An employee called back to work after having left work shall receive a minimum of two (2) hours call-out compensation at the rate of time and one-half (1 ½) unless the time extends into his/her regular work shift. A call-out is defined as an instance of being contacted to return to work to perform duties that were not scheduled or expected. Call-outs on Sunday shall be paid at the rate of double time. Call-outs on holidays shall be paid at the rate of double time. If the reason for the call out is to lock or unlock facilities or to turn on lights or turn lights off, the minimum shall be one (1) hour of pay at the appropriate rate.

Call-out pay shall not be paid to employees reporting to work one (1) hour or less prior to the scheduled shift, nor due to an employee's being held over beyond the scheduled shift.

Employees on vacation, personal or sick leave will not be eligible for call out until after they have returned to work and completed an 8 hour work day, or a 4 hour work day, where the employee has worked in the afternoon prior to any call out, except when the City has gone through the seniority list and cannot get enough help and/or an emergency situation exists.

**Section 10.03 Overtime by Seniority.** Overtime jobs shall be on the basis of strict department seniority and qualifications, except where a job is started during a scheduled work shift and has to be finished on overtime, in which case the employee(s) originally assigned to that job shall remain on the job through completion, regardless of seniority. When overtime work is required, the employee(s) shall have the right to turn it down on the basis of seniority. If however, all other employee(s) turn the overtime opportunity down, the junior employee(s) must work the overtime period.

**Section 10.04 Compensatory Time Off in Lieu of Pay.** Compensatory time may be claimed by the employee in lieu of overtime pay, but may not be accrued in excess of forty (40) hours and shall be taken (utilized) with the approval of the Director or his or her designate. Employees shall claim compensatory time on the payroll sheet for the time period in which the overtime was worked. Once overtime hours worked are identified as compensatory time by the employee, the time must either be used or cashed out as described below. There shall be no early conversion to cash except upon retirement, termination, or other separation from employment. Utilization of compensatory time may be in time increments approved by the Director.

**Section 10.05 Breaks.** A one-half (1/2) hour mealperiod shall be taken between the fourth and fifth and one-half hour for employees of the Parks Department. The time of the lunch break shall be determined by the Foreman. In the event a job runs into the meal period due to the completion of the job, no overtime will be required so long as the employee is allowed to eat

between the fourth and fifth and one-half hour. If not given by the fifth and one-half hour, the employee will receive overtime for the lunch period at the overtime rate and be allowed one-half hour in which to eat.

**ARTICLE 11  
SEPARATION PAY**

Benefits for sickness are defined in Article 9, Section 9.01, of this Agreement and separation benefits shall be paid by the same schedule. Separation pay shall be paid to individuals who were regular employees or are retired from City employment, or whose job has been abandoned through action of the City Council, or who, for personal reasons, leave the employment of the Employer. Separation benefits shall be paid in one sum upon separation, which separation benefits include accumulated vacation, compensatory time off in lieu of pay, personal and eligible sick leave. Separation benefits shall at no time exceed the maximum accumulated sick leave benefit.

**ARTICLE 12  
HOLIDAYS/PERSONAL DAYS**

**Section 12.01 Designated Holidays.** Employees will receive time off with pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Juneteenth	Christmas Eve
Independence Day	Christmas Day

Whenever a designated holiday falls on a Saturday, the preceding Friday shall be the paid holiday. Whenever a designated holiday falls on a Sunday, the Monday immediately following shall be the paid holiday.

**Section 12.02 Eligibility Requirements.** Only regular employees shall be eligible for holiday pay. In order to be eligible for holiday pay, an employee shall work his/her last scheduled workday immediately preceding the holiday and the first scheduled workday immediately after the holiday; provided, an excused absence on only one of those days shall not cause ineligibility for the holiday pay.

**Section 12.03 Holiday Pay.** Employees who are not assigned to work on a designated holiday listed in Section 13.01 shall receive holiday pay computed at their base rate of compensation for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

Employees who work on a designated holiday listed in Section 13.01 shall be paid at double the base rate of compensation for hours worked on the holiday. Employees who are called out on a designated holiday shall be paid at double time the base rate.

**Section 12.04 Personal Leave.** Each employee shall be entitled to sixteen (16) hours of personal leave with pay per contract year. Upon hire, a new employee will receive a pro-rated amount of sixteen (16) personal leave hours which will be determined by the employee's hire date and the time remaining until the end of the contract year.

Personal leave shall be taken in increments of four (4) or more hours and must be used within two (2) years of the date of accrual or will be lost. If an employee desires to take personal leave, he/she shall give notice to his/her supervisor or foreman at least one (1) business day in advance. If an employee desires to take more than one (1) day of personal leave at one time or to take any personal leave days in connection or conjunction with vacation, then he/she shall be required to give notice of his/her intention through his/her foreman or supervisor, at least five (5) working days in advance.

## **ARTICLE 13 VACATION**

**Section 13.01 Eligibility.** An employee shall be eligible for vacation with pay after one (1) year of accredited service. Employees shall not accrue vacation leave for any period during which they are on layoff, nor for any period during which the regular rate of pay is not accruing. When an employee is laid off or resigns, he/she shall receive pro-rata vacation from the anniversary date to the termination date for unused vacation leave.

**Section 13.02 Accumulation Rate.** Employees will accumulate vacation leave time in accordance with the following schedule:

After completion of one (1) year of work, an employee will be entitled to eighty (80) hours vacation leave with pay, and the same amount of leave for each successive year of work through five (5) years;

After completion of five (5) years of work, an employee shall be entitled to one hundred twenty (120) hours vacation leave with pay, and the same amount of leave for each successive year of work through ten (10) years;

After completion of ten (10) years of work, an employee will be entitled to one hundred sixty (160) hours vacation leave with pay, and the same amount of leave for each successive year of work through fifteen (15) years;

After completion of fifteen (15) years of work, an employee will be entitled to two hundred (200) hours vacation leave with pay, and the same amount of leave for each successive year of work thereafter.

Vacation credit shall be determined on the basis of each employee's employment based upon his/her anniversary date, rather than by years of this Agreement.

**Section 13.03 Scheduling.**

Employees shall use earned vacation leave each service year. Employees with vacation leave remaining at the end of a service year may carry over no more than 1 week (40 hours) of vacation leave to the next service year. Under no circumstances will vacation time be lost due to schedule adjustments or cancellations initiated or caused by the Employer. Approved vacation leave shall be charged in increments of four (4) or more whole hours unless under an extraordinary circumstance in which the Department Head has approved otherwise. Vacation periods shall be scheduled based on departmental seniority. Employees may take up to two (2) consecutive weeks of vacation. Simultaneous vacation leave for two employees may be denied during April through July when work or special event preparations require adequate personnel availability. No more than two persons may take simultaneous vacation leave during other periods.

The Foreman and Parks Director or Designee will mutually agree on vacation leave requests.

**Section 13.04 Illinois Paid Leave Workers Act**

The parties stipulate that the benefits provided for in this Agreement are at least as generous as those required by the Illinois Paid Leave for All Workers Act as enacted and effective January 1, 2024. The parties therefore waive the requirements of the Act as enacted and effective January 1, 2024.

**ARTICLE 14  
HOSPITALIZATION INSURANCE**

**Section 14.01 - Hospitalization Insurance.** There shall be established for the City of Edwardsville a Health Insurance Advisory Committee. The Committee shall consist of such members as stated in the City's Personnel Code. This Committee shall recommend one (1) Hospital Insurance Program for all employees and it shall be their duty to meet at least twice each year to review such insurance plan and recommend revisions as provided in the Personnel Code.

The Employer shall pay one hundred percent (100%) of the cost of the employees' and seventy-five percent (75%) family hospitalization insurance.

Any regular employee laid off due to lack of work and covered by the City's health insurance program will be eligible for the continuation of health insurance benefits as required by law and outlined in the Consolidated Omnibus Budget Reconciliation Act (COBRA).

After becoming vested in IMRF, any employee covered by the Employer's Hospitalization Program who leaves the Employer's employ because of disability or retirement may continue to be covered under said plan by prepaying the total monthly premium to the Employer, subject to the approval of the insurance carrier.

**Section 14.02 - Liability Insurance.** The employer agrees to furnish liability insurance covering the employees for non-negligent acts and omissions committed within the scope of their employment. Such coverage shall be equal to protection afforded other employees under like circumstances and within the limits of existing policies, but shall not include insurance protection for the direct or indirect result of any criminal act perpetrated by the employee nor any willful and wanton conduct of the employee.

## **ARTICLE 15 UNIFORMS AND EQUIPMENT**

### **Section 15.01 Clothing Allowance.**

Each regular active full-time employee will be paid the sum of nine hundred fifty dollars (\$950.00) each year as a clothing allowance. The clothing allowance will be paid during the first pay period of May each year through the regular payroll process.

Uniforms to be worn shall be at the discretion of the employer pursuant to the departmental policy established by the Director.

Each employee shall comply with the standards set forth in the "Uniforms and Personal Appearance" policy.

**Section 15.02 Equipment.** The Employer agrees to furnish protective clothing (i.e., rubber boots, rain coats, rain hats, safety glasses and safety gloves) to all employees required to work in inclement weather or where the employee may become wet. The Employer agrees to provide leather-palm or jersey gloves, as appropriate, for use by employees.

**Section 15.03 Replacement of Damaged Items.** The Employer will reimburse an employee for replacement of personal items, including eyeglasses, hearing aids and wrist watches damaged or lost in the performance of duties so long as such is not caused by the negligence of the employee: the Employer shall reimburse the employee up to a maximum of One Hundred (\$100) per contract year for such loss.

**Section 15.04 Eyewear.** The Employer shall provide annual eye exams and annual replacement prescription eyewear as needed at costs of not to exceed \$100.00 and \$150.00, respectively. Employees must submit all examination and eyewear expense statements as claims against their vision insurance policy before submitting claims directly to the Employer.

## **ARTICLE 16 CUSTODIAN OF THE RECORDS**

The Employer shall establish and maintain records showing length of service, record of attendance and compensation allowed for time off for each employee.

## ARTICLE 17 GRIEVANCE PROCEDURE

**Section 17.01 Grievance Defined.** For the purpose of the Agreement, a grievance is defined as an employee's and/or Union dispute, claim or complaint involving the interpretation of, application of, or compliance with the provisions of this Agreement.

**Section 17.02 Procedures.** A grievance shall be processed in the following manner:

**Step 1 Parks Director.** Within five (5) business days of the occurrence of the event giving rise to the grievance, the aggrieved employee shall, with the steward representing him/her, discuss the grievance with the Parks Director. If the grievance is filed orally, the steward shall expressly state before ending the discussion with the Parks Director, that the discussion constitutes the first step of this grievance procedure. The steward and the Parks Director will thereupon both sign and date a written statement acknowledging that a grievance has been filed at Step 1 and indicate the nature of the grievance and the desired settlement.

If a settlement is not reached as a result of said discussion within five (5) business days after the grievance is filed, the Union Business Representative shall submit a written grievance within five (5) business days thereafter or at such other time as may be mutually agreed, in an attempt to reach a settlement.

The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the provision(s) of the Agreement allegedly violated, state the contention of the employee with respect to said provision(s), indicated the relief requested and be signed and dated by the employee(s) affected and the Business Representative.

The Director shall give his written response within ten (10) business days after said presentation. Said written response shall be delivered either in person or by certified mail, return receipt requested.

**Step 2 Employer.** Should the aggrieved party and/or Union feel that the grievance was not satisfactorily settled in Step 1; the grievance shall be submitted, within ten (10) business days of completion of Step 1, to the Employer's designated representative, who shall meet with the Union's representative(s) in an attempt to resolve the grievance. Completion of Step 1, for the purpose of this Step, is when the Union receives the Director's written response. The Employer shall give its written response within ten (10) business days after said submission.

**Step 3 Voluntary Mediation.** If the grievance is not satisfactorily resolved at Step 2, it may be submitted for mediation within fifteen (15) business days after receipt of the Employer's Step 2 response, or within fifteen (15) business days after the Employer's Step 2 response was due. If the parties mutually agree to mediation, they shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties.

**Step 4 Arbitration.** If the grievance is not settled in accordance with Step 2 or 3, as the case may be, either: 1) if mediation was not agreed to, the Union may refer the grievance to arbitration within ten (10) calendar days after receipt of the Step 2 response; or 2) if mediation was agreed to, the Union may refer the grievance to this step within ten (10) calendar days after the final mediation session. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt by the Employer of the notice of referral. In the event the parties are unable to agree upon an arbitrator within five (5) business days, they shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel prior to any selection being indicated by either party. Both the Employer and the Union shall have the right to strike three (3) names from the panel. Each party shall alternately strike a name from the list, with one party striking the first name, the other striking the second name, and so on, until one name remains. The person whose name remains on the list after six strikes shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of selection by a joint letter from the Employer and the Union requesting that the arbitrator set a hearing time and place, subject to the reasonable availability of their representatives.

**Section 17.03 Arbitrator's Authority.** The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to either amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall only consider and make decisions with respect to the specific issue submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to, or inconsistent with, or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit a written decision within thirty (30) days of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof to a date certain. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. None of the terms of this Article shall contravene any existing law or statute. A decision rendered consistent with the terms of this Agreement shall be binding on both parties.

**Section 17.04 Time Limits.** If a grievance is not presented or appealed to the next step within the time limits set forth, or during a mutually agreed extension thereof, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer the grievance or an appeal thereof within the specified limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. Time limits for the processing of any grievance may be extended at any time by written mutual agreement of the parties.

**Section 17.05 Expedited Procedure.** The time limits set forth throughout this procedure shall be in effect except as to those grievances involving the Department's action in the case of a

disciplinary suspension, discharge or layoff from work, when the grievance shall be filed within three (3) business days after the employee or the Union knew of the action.

**Section 17.06 Costs of Arbitration.** The fees and expenses for the arbitrator's service and a copy of the arbitration hearing transcript for the arbitrator, if any, shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the transcript.

## **ARTICLE 18 SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 19 NONDISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, national origin, religion, age, sex or disability in accordance with law.

## **ARTICLE 20 GENDER DISCLAIMER**

Whenever the male gender is used in this Agreement, it shall be understood to also mean female gender.

## **ARTICLE 21 NO STRIKE**

The Laborers' Local Union No. 397 and the employees represented by the Union shall not engage in, nor encourage any engagement in, either directly or indirectly, any strikes, job actions, slowdowns or withdrawal of services against the Employer.

## **ARTICLE 22 MANAGEMENT RIGHTS**

**Section 22.01 Management Rights.** The Union recognizes that any and all rights concerned with the management of the Edwardsville Parks Department and the direction of the working force shall be vested exclusively with the Employer. Such rights and responsibilities shall include, but are not limited to, the right to:

- a) determine the Employer's overall mission of the Parks Department;
- b) maintain and improve the efficiency and effectiveness of the Parks Department;
- c) determine the services to be rendered, the operations to be performed, the technology to be utilized, the matters to be budgeted, and the priorities of same;

- d) determine the overall methods or personnel by which the Parks Department is to be conducted;
- e) direct, supervise, evaluate and/or hire employees;
- f) suspend, discipline or discharge for cause;
- g) relieve employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or non-productive;
- h) take action to carry out the mission of the Employer in situations of emergency;
- i) adopt rules, regulations, educational programs and safety programs necessary to effectuate the efficient and effective operations of the Employer;
- j) promote, transfer, assign, schedule, retain and/or lay off employees; and
- k) develop job descriptions for Laborer I, Laborer II and New Hires.

The Employer shall have the right to hire day labor from the Union Hall for a period up to fifteen (15) weeks.

**Section 22.02 Contracting Out.** The Employer reserves the right to contract out for goods and services. However, should the Employer contract work covered by this Agreement which has never previously been contracted and has only been performed exclusively by bargaining unit employees, the Employer will notify the Union at least thirty (30) calendar days in advance of contracting for the purpose of giving the Union an opportunity to request negotiations over the impact of such contracting. Contracting out of work covered by this Agreement will be related to efficiency, cost-saving, or other legitimate concerns of the Employer.

**Section 22.03 Seasonal Employees.**

During periods when additional or seasonal help is needed, the Employer may hire seasonal employees. . No “seasonal” employee shall work more than seven hundred twenty (720) hours per calendar year. The Employer shall determine the number of such employees needed. The employees shall perform Parks Department work as directed by the Employer and shall be compensated at a mutually agreed upon rate of pay between the Employer and the Union. No pension, health insurance, or other similar benefits shall be paid or afforded to these “seasonal temporary employees, and such employees shall not be entitled to grievance procedures as established in the work agreement. Seasonal employees would be eligible for Illinois Paid Leave as outlined in the Personnel Code. The City will notify Local 397 of any temporary openings.

**Section 22.04 Personnel Code.** The City of Edwardsville Personnel Code represents, in part the policies, procedures, rules and regulations of the City of Edwardsville. Nothing in the Personnel Code negates the application of this labor agreement. In the event of any conflicts between this labor agreement and the Code, the provisions of the labor agreement shall prevail and control. It is agreed that prior to application or enforcement of any provision of the Code which concerns wages, hours or conditions of employment of an employee or group of employees of this bargaining unit, management shall bargain to agreement with the union prior to implementation of the Code.

**ARTICLE 23  
MISCELLANEOUS PROVISIONS**

**Section 23.01 Drug Free Workplace and Substance Abuse Policy.** The City of Edwardsville/Laborers' Local 397 Drug-Free Workplace and Substance Abuse Policy negotiated by the parties is attached to this Agreement and made a part of this Agreement as Appendix A and Appendix B.

**Section 23.02 Entire Agreement.** The Employer and the Union, for the duration of Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's ' exercise of its rights as set forth herein on salaries, fringe benefits, or terms and conditions of employment.

**ARTICLE 24  
TERM OF AGREEMENT**

All of the terms and provisions of this Agreement shall be considered effective as of May 1, 2025, and shall remain in full force and effect until midnight on the 30<sup>th</sup> day of April 2028

Negotiations relative to the extension, renewal, modification and amendment of this Agreement shall commence by the parties at least ninety (90) days prior to the expiration of the above term.

This Agreement is executed by the Mayor of the City of Edwardsville and attested by its' City Clerk, all pursuant to authority granted by the City Council of the City of Edwardsville on the 15<sup>th</sup> day of April, 2025.

For the Employer:  
City of Edwardsville

*Art Risavy*

By: \_\_\_\_\_  
Art Risavy, Mayor

Attest:

*Michelle A. Boyer*  
By: \_\_\_\_\_  
Michelle Boyer, City Clerk

**For the Union:**

Local Union 397 of The  
Laborers' International  
Union of North America,  
AFL-CIO of Edwardsville,  
Illinois

By: *Kevin Townsend*  
Kevin Townsend  
Business Manager

City Employee Union Representative

By: *Kevin Townsend*  
[Signature]  
Kevin Townsend  
[Print name]

## APPENDIX A

### DRUG-FREE WORKPLACE POLICY

In compliance with the state and federal Drug Free Workplace Acts, 30 ILCS 580/1, et seq. and 41 U.S.C. §701, et seq., the following statement shall be furnished to employees:

A. All employees are hereby notified that the manufacture, distribution, dispensation, possession or use of illegal drugs is prohibited on property owned or controlled by the City of Edwardsville or in any place where duties of employment are being performed. Violations of this prohibition will subject employees to disciplinary action in accordance with the applicable law, regulations, or bargaining agreement having the force of law. As a condition of employment on any federal grant or contract, the employee will abide by the above terms and shall notify the City of any criminal drug statute conviction for a violation thereof not later than five (5) days after such conviction.

B. The Mayor directs that a drug-free awareness program be established as a component of already existing employee assistance programs, and that such program inform employees about the dangers of drug abuse in the workplace, the City's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Each employee to be engaged in the performance of a federal grant or contract shall be given a copy of the statement set forth in paragraph "A" above.

D. The City will notify the granting or contracting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee pursuant to the last sentence of the statement set forth in paragraph "A" above.

E. A designated employer representative shall require of any employee who is so convicted to complete the satisfactory participation in a drug abuse assistance or rehabilitation program or, in accordance with applicable City personnel policies, may impose a sanction on such employee.

F. The City will make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

G. The Department heads are hereby directed to develop, as necessary, more detailed regulations dealing with the further implementation of the Acts. Those regulations shall be effective upon approval by the Mayor.

## **APPENDIX B**

### **SUBSTANCE ABUSE POLICY**

#### **I. POLICY**

The City of Edwardsville is dedicated to providing safe and efficient service to our residents. Our employees are our most valuable resource in ensuring the quality of this service. The goal of the City of Edwardsville is therefore to provide our employees with a workplace environment which promotes health and safety.

In order to meet this goal, we hereby endorse the Federal Highway Administration's anti-drug policy and regulations. The City of Edwardsville will not tolerate unauthorized use, abuse and possession or sale of controlled substances by its employees while working for the City. Drug testing will be an integral part of our program. We will provide training, education and other assistance to our employees to help them understand their responsibilities in achieving a drug-free environment.

Non-compliance with this policy or violation of the regulations may result in severe disciplinary action including suspension or dismissal.

Employees who voluntarily identify themselves as having used illegal drugs or alcohol or having illegally used dangerous drugs (prescription drugs, designer drugs, or any other substance which is intoxicating in nature) and submit to counseling and/or rehabilitation prior to being identified through other means and thereafter refrain from using illegal drugs or alcohol or illegally using dangerous drugs will not be discharged, but will be subject to periodic testing. Subsequent positive tests will be cause for discharge.

#### **II. SCOPE**

All Parks Laborers of the City of Edwardsville.

#### **III. TEST**

The City of Edwardsville, in accordance with the Federal Highway Administration (FHWA) requirements, will perform the following types of tests:

1. Pre-employment: All individuals who the City of Edwardsville intends to hire or use on a permanent or temporary basis and fall under the guidelines of this policy will be tested.
2. Reasonable suspicion: When a supervisor, management personnel, or official of the City of Edwardsville, trained in the detection of probable drug use, directly observes an employee whose conduct or appearance is indicative of the use of a controlled substance. The City shall require the employee to submit to an alcohol and/or controlled substance test. The employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol and/or controlled substances test must be based on specific, contemporaneous,

articulable observations concerning the appearance, behavior, speech or body odors of the driver.

3. Random: The City of Edwardsville will conduct unannounced testing on a random selection of employees. Fifty percent (50%) of the bargaining unit employees will be tested for controlled substances and ten percent (10%) will be tested for alcohol each year. All employees will have an equal chance of being selected. Employees who have a department approved Commercial Driver's License (CDL) will be required to participate in quarterly random drug testing along with other City of Edwardsville CDL holders.

4. Post-accident: As soon as practicable following an accident involving a City vehicle operating on a public road in commerce, the City shall test for alcohol and controlled substances each surviving employee: who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or who receives a citation under State or local law for a moving traffic violation arising from the accident, if the accident involved bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other motor vehicle. An employee, following a reportable accident, will be tested for controlled substances as soon as possible following that accident, but in no case later than 32 hours after the accident. Alcohol tests must be conducted within two (2) hours of the accident.

5. Return-to-duty: Before an employee returns to duty, he/she must undergo a return-to-duty alcohol test with a result indicating a breath alcohol level of less than 0.02 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved controlled substance use.

6. Follow-up testing: Any employee re-hired/re-instated following a positive alcohol or controlled substance test will be subject to unannounced follow-up alcohol or controlled substance testing. The number and frequency of such follow-up testing shall be as directed by the Substance Abuse Professional (SAP) and consist of at least six (6) tests in the first twelve (12) months. Follow-up testing requirements will not exceed 60 months.

#### **IV. DISCIPLINARY ACTION**

Any employee who refuses to submit to alcohol or controlled substances testing or fails to provide adequate breath for alcohol testing without a valid medical explanation or fails to provide adequate urine for controlled substances testing without a genuine inability to provide a specimen (as determined by a medical evaluation) or who engages in conduct that clearly obstructs testing will be terminated. In the event of post-accident or reasonable cause test for controlled substances, the donor shall remain in visual contact of the collection site person and consume fluids (not more than 40 ounces) for up to three (3) hours from the beginning of the collection procedure or until a complete specimen is provided. Inability to provide a specimen will be medically evaluated by a licensed physician as soon as possible and appropriate action taken.

When a positive test result is received, the Medical Review Officer (“MRO”) must contact the employee in question promptly, directly, and in confidence. A staff person, under the supervision of the MRO, may make the initial contact with the employee and a medically licensed or certified staff person may gather information from the employee. However, with few exceptions, the MRO must speak directly with the employee before verifying a test as positive.

If, after making all reasonable efforts and documenting these efforts, the MRO is unable to reach the employee directly, then the MRO will contact the designated City of Edwardsville management official who must then direct the employee to contact the MRO. If, after making all reasonable efforts within five (5) days and documenting those efforts, the management official is unable to reach the employee, the employee will be placed on unpaid leave.

The MRO may verify a test as positive without having communicated directly with the employee about the test results under the following circumstances:

1. The employee expressly declines the opportunity to discuss the test.
2. The employee has not contacted the MRO within fourteen (14) days of being instructed to do so by the designated management representative. In the event that this occurs, and the employee can document a circumstance which unavoidable prevented him/her from contacting the MRO, the MRO may elect to re-open verification.

Employees testing positive for controlled substances or alcohol will be subject to discipline up to and including termination. However, if it is the employee’s first positive test the employee will be referred to the SAP for the necessary treatment and counseling and if the employee completes the program successfully no adverse action against the employee shall be taken by the City.

If an employee is convicted of or pleads guilty or no contest to a felony charge involving controlled substances or alcohol, such employee may be subject to disciplinary action.

## **V. CONTROLLED SUBSTANCES**

1. Amphetamine
2. Cocaine
3. Opiates
4. Phencyclidine (PCP)
5. Marijuana (cannabinoid)

## **VI. ALCOHOL**

No employee shall report for duty or remain on duty under the influence of alcohol. Employees with an alcohol concentration of 0.02, but less than 0.04, will not be allowed to perform any safety-sensitive functions for at least eight (8) hours (24 hours for drivers). Any test of 0.04 or greater is positive and subject to the terms hereof.

## VII. PREPARATION FOR TESTING

A urine drug testing custody control form must be initiated at the time of collection and accompany all specimens to the laboratory.

A custody control form conforming to the requirements of this section must be used. It must be a carbonless record form containing seven (7) copies.

The custody and control form must have the following items:

- Preprinted specimen identification number (unique to each specimen)
- Employee SSN or ID number
- Employer name, address, ID number
- Medical review officer (MRO) name and address
- Drugs the specimen will be tested for
- Type of test, i.e. pre-employment, random, etc.
- Record of temperature check of specimen
- Chain of custody recording each transfer of the specimen, i.e. reason for transfer, printed name and signature of each person handling specimen, date of each transfer
- Collector's name, location of collection, and date of collection
- Remarks concerning collection
- Collector certification statement and collector's signature
- Laboratory name, address, lab accession number for the specimen, test results, remarks concerning lab testing
- Laboratory certification statement, name and signature of laboratory official
- MRO certification statement, signature, and date
- Donor's name, daytime phone number, and date of birth
- Donor's certification statement, signature, and date

**NOTE:** Donor information (other than SSN or ID number) will not be provided to the laboratory.

Employee will be provided a wrapped or pre-packaged specimen bottle or collection container in which to urinate.

The specimen bottle will be sealed with a tamper-proof seal and must have the specimen identification number recorded on the bottle seal or label.

All specimens must be shipped in a shipping container, sealed with a tamper-proof seal, signed, and dated by the collector.

Collection site personnel must be trained to carry out the required collection procedures or, if they are licensed medical professionals or technicians, they must have instructions for conducting the required collection procedures.

Generally, supervisors of employees being tested should not collect the specimen. Collection site personnel must be the same gender as the donor when collection is conducted under direct

observation. When a collection is conducted in a public restroom or other facility that does not afford the donor complete privacy, a medical professional or technician of either gender may collect the specimen; however, if a non-medical collector is used, the collector must be the same gender as the donor.

Written instructions and/or procedures concerning specimen collection will be provided to collection site personnel and to employer representatives and employees upon request.

## **VIII. SPECIMEN COLLECTION PROCEDURES**

Designated specimen sites must have:

- An enclosure for urinating in private
- A toilet or receptacle large enough to contain a complete void
- A source for washing hands

The collection site must be secure to prevent unauthorized access during the collection process.

The collection must be kept in sight of the donor and collection site person until sealed and ready for shipment.

Employees are required to have individual privacy when providing a specimen except when:

1. The employee presents a specimen that is outside the accepted temperature range and he/she refuses to have an oral body temperature measurement or the body temperature measurement varies more than one (1) degree Centigrade from the specimen temperature.
2. The collector observes the employee attempting to adulterate or substitute the specimen.
3. The employee's last-provided specimen was determined to be diluted.
4. The employee has previously tested positive.

In #1 and #2 above the employee must provide a specimen under direct observation. In #3 and #4 above, the City of Edwardsville may require a direct observation collection.

Specific procedures must be followed during collection of the specimen including:

1. Positive I.D. of the donor (photo I.D. or supervisor confirmation)
2. Removal of outer garments only, empty pockets (employees should not undress or wear a hospital gown or other examination gown)
3. Wash hands prior to collection of specimen
4. Water sources in the collection site must be secure
5. Bluing agents must be added to toilet tank and bowl
6. Collector remains outside the enclosure
7. Donor may flush toilet only after releasing specimen to collector
8. The specimen should contain at least 60 ml. of urine

If the donor cannot provide a sufficient volume of urine, he/she should remain at the collection site for up to three (3) hours and be provided fluids (not more than 40 ounces) to drink.

The collector must measure the temperature of the specimen within four (4) minutes after collection and inspect the specimen for color and unusual signs of contamination.

The specimen (which must be from a single void) is divided into two (2) bottles. The first or primary specimen must contain at least 30 ml. of urine; the second or split specimen contains the remainder (at least 15 ml.) of the urine.

Collector and donor must complete the process together, including:

1. Sealing and labeling of specimen bottle
2. Donor initialing bottle label or seal
3. Signing and dating of custody control form.

Collector must prepare specimen for shipment, including signing and dating a seal on shipping container.

## **IX. EMPLOYEE OPTIONS**

An employee, at his expense and within seventy-two (72) hours of being notified that the primary sample for controlled substances has tested positive, may have the second sample forwarded to another National Institute on Drug Abuse (“NIDA”) approved laboratory for a confirmatory test. Should the confirmatory test be negative, the employee will be regarded as negative and reimbursed for the cost of the confirmatory test.

## **X. ALCOHOL TESTING**

The employee will be required to breathe-into an evidentiary breath testing device (EBT), also known as a breathalyzer, which will immediately register the alcohol concentration and print out the results. A confirmatory breath test will be required before the test is considered “positive”, i.e. over the 0.02 concentration level requiring sanction. If the screening breath test shows an alcohol concentration of 0.02 or greater, the employee must wait 15-20 minutes before giving another breath sample for a confirming test.

The EBT device will be regulated by the National Highway Traffic and Safety Administration (NHTSA). The person conducting the test must have specific training as a “Breath Alcohol Technician.”

## **XI. LABORATORY ANALYSIS PROCEDURES**

The City of Edwardsville will use Department of Health and Human Services (“DHHS”) and NIDA certified drug testing laboratories.

Basic laboratory analysis procedures require:

1. Use of chain of custody document to track specimens throughout lab processes.
2. Accession area of lab for storage of specimens. Small portions (aliquots) are used for the analysis.

3. Screening of specimens using immunoassay. Cut-off levels are established to determine if a specimen contains drug metabolites. If the amount of metabolite is below the cutoff, the specimen is reported as negative.

4. Specimens that are positive in the initial screening to be tested on gas chromatography/mass spectrometry (GC/MS). If the amount of metabolite is above the cutoff level, the specimen is confirmed positive; if it is below the cutoff level, it is reported as a negative result.

All results are reported (in writing or by electronic means, not by telephone) to the medical review officer.

Quantitative levels (the specific amount of metabolite found) are reported only to the MRO when requested.

The MRO receives the certified copy of the lab results.

The laboratory will send a quarterly report of all testing conducted for the City of Edwardsville. This report contains statistical data, not individual specimen results.

The laboratory will retain all records related to the specimens for a minimum of two (2) years. The laboratory will provide secure storage of all positive specimens for at least one (1) year.

The City of Edwardsville, the DOT agency, or DHHS may inspect the laboratory at any time.

## **XII. NOTIFICATION OF TEST RESULTS AND RECORDKEEPING**

The MRO will report to the City of Edwardsville whether an employee's test was positive or negative and if positive, the identify of the controlled substance for which the test was positive.

The City of Edwardsville will notify its employee or applicant of the results of a controlled substance test.

The City of Edwardsville will notify:

1. An applicant of the results of a pre-employment controlled substance test conducted under these guidelines, provided the applicant requests such results within sixty (60) days of being notified of the disposition of the employment application; or
2. An employee of the results of a periodic, random, reasonable cause or post-accident test conducted under these guidelines, provided the results were positive. The employee will also be advised of what controlled substance was identified in any positive test.

The City of Edwardsville will ensure that all records related to the administration and results of the drug-testing program for its employees subject to these testing requirements are maintained for a period of five (5) years except that individual negative test results will be maintained for a minimum of twelve (12) months.

The MRO will be the sole custodian of individual test results. The medical review officer will retain the reports of individual test results for a minimum of five (5) years.

The City of Edwardsville will retain in the employee's qualification file such information that will include only the following:

1. The types of controlled substances testing for which the employee submitted a urine specimen;
2. The date of such collection;
3. The location of such collection.
4. The identity of person or entity:
  - a) Performing the collection;
  - b) Analysis of the specimens; and
  - c) Serving as the MRO.
5. Whether the test finding was "positive" or "negative" and if "positive", the controlled substances identified in any positive test.

The City of Edwardsville will produce, upon demand, and permit the Federal Highway Administrator to examine all records related to the administration and results of controlled substance testing performed under these guidelines.

The City of Edwardsville will maintain an annual (calendar year) summary of the records related to the administration and results of the controlled substance testing program performed under these guidelines.

### **XIII. POSITIVE RESULTS**

Employees of the City of Edwardsville who test positive for controlled substances will be subject to discipline up to and including termination. However, if it is the employee's first positive test the employee will be referred to the SAP for the necessary treatment and counseling and if the employee completes the program successfully no adverse action against the employee shall be taken by the City.

Employees who test positive for alcohol (above 0.08) will be subject to discipline up to and including termination. However, if it is the employee's first positive test the employee will be referred to the SAP for the necessary treatment and counseling and if the employee completes the program successfully no adverse action against the employee shall be taken by the City. Employees who test positive for alcohol at or above 0.02, but less than 0.04, will not be allowed to perform any safety-sensitive job functions for at least eight (8) hours (24 hours for drivers) for the first offense. Employees who test positive for alcohol (at or above 0.02, but less than 0.04) on a second offense will be referred to the SAP for the necessary treatment and counseling and if the employee completes the program successfully no adverse action against the employee shall be taken by the City. A third or subsequent offense will be subject to discipline up to and including termination.

All employees of the City of Edwardsville who test positive for controlled substances or alcohol at or above 0.04 will be given the name of a substance abuse professional (SAP). Employees of the City of Edwardsville cannot return to safety-sensitive duties or be considered for re-employment until they have been evaluated by a substance abuse professional (SAP), successfully completed any recommended treatment, and passed a return-to-duty test.

The City of Edwardsville assumes no financial responsibility for the cost of a substance abuse professional (SAP), any treatment recommended by a substance abuse professional (SAP), or turn-to-duty testing. All cost is the responsibility of the employee; however the employee may submit a claim with the City's health insurance provider and/or the Employee Assistance Program for the cost of the treatment. The only obligation of the City of Edwardsville is to provide the employee with the name of a substance abuse professional (SAP).

#### **XIV. PROFESSIONAL SERVICES AND FACILITIES**

##### **Collection Agency/EBT Services**

To be determined

##### **Laboratory**

To be determined

##### **Medical Review Officer (MRO)**

To be determined

##### **Director of Employee Assistance Program**

To be determined

**NOTE:** The SAP, MRO, testing laboratory, etc. may be changed throughout the course of the year at the sole discretion of the City of Edwardsville, and will not impact the intent of this policy.

#### **XV. EMPLOYEE ASSISTANCE PROGRAM**

The employee assistance program of the City of Edwardsville will provide training and education to employees and supervisors. Training will be accomplished by lecture, written literature, and video. Training will contain at least the following elements:

1. The effects and consequences of controlled substance use on personal health, safety, and the work environment;
2. The manifestation and behavioral changes that may indicate controlled substance abuse; and
3. Documentation of training given to employees and supervisory personnel.

**NOTE:** EAP training programs for supervisory personnel will consist of at least 120 minutes (60 minutes for controlled substances and 60 minutes for alcohol).

## **XVI. SUBSTANCE ABUSE PROFESSIONAL**

Substance Abuse Professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of drug/alcohol-related disorders.

## **XVII. CONFIDENTIALITY OF INFORMATION**

Except when directed by a valid court order, no person may obtain the individual test results retained by a MRO and no medical review officer shall release the individual test results of any employee to any person without first obtaining written authorization from the tested employee. Nothing in this paragraph shall prohibit a MRO from releasing to the City of Edwardsville the information delineated in 49 CFR 391.87 (f).

Except when directed by a valid court order, no person may obtain the information delineated in 49 CFR 391.87 (f) from the City of Edwardsville, and the City of Edwardsville will not release such information about any employee or previous employee without first obtaining written authorization from the tested employee.

## **XVIII. PROGRAM EVALUATION**

The City of Edwardsville will monitor and evaluate this program to determine its effectiveness and to identify areas needing improvement. Using statistical data such as the number of employees in the program, the number of employees tested, and the number of positive test results, a comparison of pre-implementation and post-implementation conditions will be made. This evaluation will examine the behavioral symptoms of abuse, such as absenteeism, turnover, productivity, accident rates, and employee morale as well as review the individual components of the program, e.g. the MRO, the laboratory, EAP, collection and selection process.

**CURRENT TEST LEVELS**

**DRUG/ALCOHOL TESTING**

Drugs to be tested	Confirmed Initial Level (ng/ml)	Confirmation Test Cutoff Level (ng/ml)
1. Amphetamine	1,000	500
2. Cocaine	300	150
3. Opiates	300	300
4. Phencyclidine (PCP)	25	25
5. Marijuana (Cannabinoid)	50	15
Alcohol	Screening 0.02 BAC	Confirmation 0.02 BAC

*[End of Policy]*