

CITY OF EDWARDSVILLE
COLLECTIVE BARGAINING AGREEMENT
WITH
LABORERS' INTERNATIONAL UNION
OF
NORTH AMERICA
LOCAL No. 397
PUBLIC WORKS DEPARTMENT
2025-2028

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Agreement

Local 397 and the City of Edwardsville

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

The Employer recognizes the Union as sole representative of its members 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, 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 agrees to make every effort to refer residents of the City of Edwardsville for such employment. The Union acknowledges that the Employer has the right to conduct pre-employment physicals, drug screens and background checks of applicants and can use the results as a basis for its hiring decision.

Section 2.02 Check-off

As a condition of continued employment, employees who are members of the Union on the effective date of this Agreement shall remain members of the Union during the term of this Agreement, or pay a proportionate fair share of the costs of membership in accordance with State Law. Unless a court of proper jurisdiction or a qualified agent of the Illinois Department of Labor determines otherwise, the Parties shall agree that employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deductions shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matter affecting wages, hours and conditions of employment in accordance with Labor Relations Act (5 ILCS 315). The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly to the Union as the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to the effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Upon proper authorization from employees, the Employer shall withhold from employee checks regular monthly dues and work dues, adjusted quarterly, for long-term absences. Absent such authorization, the Employer shall withhold a fair-share fee from employee checks. Said dues and fair-share fees 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.

It is specifically agreed that any dispute between an employee and the Union concerning the amount of the fair-share fee and/or the responsibilities of the Union with respect to fair-share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement, nor shall the Employer bear any costs or other liability related to such a dispute.

Section 2.03 Indemnity

The Union hereby indemnifies and agrees to save 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 or equipment provided and maintained by the Employer for its Field Operations Division of the Department of Public Works, both in Edwardsville and in any additional facilities of the Employer.

During the term of this Agreement, the Employer and its employees shall be governed by departmental work assignments, health and safety rules and accepted equipment-operation procedures of the Department of Public Works of the Employer.

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 Division Seniority

All employees within the Sewer Maintenance, Street Maintenance, Water Services and Vehicle Maintenance Sections of the Field Operations Division of the Department of Public Works shall be considered as one group when determining seniority rights for purposes of layoff, longevity pay and vacation leave benefits. See Section 10.03 for order of call-outs based on seniority within each Section of the Field Operations Division.

When establishing new sections within the Field Operations Division of the Department of Public Works (e.g. Sewer Maintenance Section), the employer may assign that number of workers needed to complete or initially establish the section. (If the employer creates any additional sections in the future, the employer and union will negotiate transfer rights of employees between the new section(s) and existing sections.)

Once an employee is assigned a position within either the Street or Sewer Maintenance Sections, he or she shall remain there until an opening is created in the other section at which time the employee has the option of bidding (based on seniority) a transfer to the section with the opening. New employees shall be assigned to the section where an opening exists after more senior employees' first exercise their right to accept or reject the transfer.

If an employee bids and accepts transfer to the Water Services, Street Maintenance or Sewer Maintenance Sections from another section he/she shall start to accrue seniority beginning with the first day of assignment to the new section. (However, such employee shall retain his or her Division seniority rights for layoffs, vacation leave and longevity pay.)

Overtime will be assigned within the respective Water Services, Street Maintenance, Sewer Maintenance and Vehicle Maintenance Sections based on agreed seniority lists within each of the individual sections. See the attached Exhibit D for the overtime/call-out process. However, nothing herein is intended to prevent immediate call-out of a Vehicle

Maintenance Section worker for vehicle repairs or maintenance when such problems exist or are reasonably anticipated.

Nothing in this article shall prevent the assignment of employees for training purposes between Street and Sewer Sections, including (but not limited to) training on the "television truck", "vac truck" and street sweeper.

Section 4.02 Layoff/Recall By Seniority.

Layoffs and recall in the Street, and Sewer Sections shall be on the basis of divisional seniority. That is, the last employee hired within the division 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. Layoffs and re-employment in the Water Services Section shall be by divisional seniority and licensure as required by Illinois law. Layoffs and re-employment in the Vehicle Maintenance Section shall be by section seniority and applicable training.

Minimum Layoff. Layoffs of regular employees shall be for a minimum of five (5) consecutive working days. Should a permanent employee be laid off for less than five (5) consecutive working days, the employee shall be compensated eight (8) hours of pay each working day the employee did not work up to a maximum of thirty-two (32) hours

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 lay off 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 Director of Public Works 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 4.03 Breaks in Seniority

Seniority and the employment relationship shall be terminated when an employee:

- a) voluntarily quits or retires;
- b) is discharged for just and proper cause;
- c) is absent for two (2) consecutive work days without valid excuse;
- d) has performed no work for the Department of Public Works 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 - LEAVES OF ABSENCE

Section 5.01 Bereavement

Immediate Family. In the event of a death to an immediate family member of an employee, the employee (upon request) shall be granted up to three (3) scheduled work days off with pay, inclusive of the day of the funeral. The remaining paid time off must be taken during the time period commencing with the day of the death and ending seven (7) calendar days after the funeral. The immediate family shall be defined as spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchildren, spouse's grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law. *Step Family* shall be considered immediate family for the purposes of Bereavement Leave.

Verification of attendance by an employee at the funeral may be required by the Employer. The employee must notify or cause notification to be made to the Director or the Director's designee of employee's intention to take funeral leave by the beginning of the first day of such leave.

Subject to approval of the Director and/or the Director's designee, nothing herein shall prevent to employee from exercising his or her right to utilize accrued and unused personal leave, vacation leave or other accrued time to address personal needs related to the death or an immediate family member as defined herein or the death of another not included in the definition of immediate family, but where a definite family need or matter of legitimate bereavement can be demonstrated.

Section 5.02 Jury Leave

An employee called for jury duty by a state or federal court shall be allowed a jury leave with pay for those hours the employee would have otherwise normally been scheduled to work, less any amounts of money reimbursed to the employee for the jury service in the form of a warrant, or its equivalent; provided the employee returns to his/her work assignment for the Employer during such work hours normally assigned when his/her services are not required by the court. However, should the employee be excused by the court after 12:00 p.m. (noon) on any day during which employee is on jury leave, the employee shall call the Director or the Director's designee immediately after being excused by the court to see if the Employer, at its sole discretion, determines it necessary for the employee to return to work on that day.

Jury leave shall be defined as required reporting for jury duty when summoned until excused for the day. If an employee is summoned for jury duty, employee shall notify their immediate supervisor at the beginning of the next business day after employee

receives the notice for duty. The employee will present proof that they served or reported as a juror and the amount of pay, if any, received therefore.

ARTICLE 6 - PAY DIFFERENTIALS

Section 6.01 Operators License

Any employee who possesses a State of Illinois Water Operators License shall receive one of the following differentials on an hourly basis, determined by the type of license held:

Class "D"	Ten Cents	(\$.10)
Class "C"	Twenty Cents	(\$.20)
Class "B"	Thirty Cents	(\$.30)
Class "A"	Fifty Cents	(\$.50)

Any employee who possesses an Illinois Environmental Protection Agency (IEPA) Wastewater Certification shall receive one of the following differentials on an hourly basis, determined by the class of the certification held:

Class "4"	Ten Cents	(\$.10)
Class "3"	Twenty Cents	(\$.20)
Class "2"	Thirty Cents	(\$.30)
Class "1"	Fifty Cents	(\$.50)

Employees interested in obtaining either a Water License and/or Wastewater Certification must make a written request and receive approval from the Director. Approval is subject to departmental budget constraints.

October 1, 2021 and forward, no new employees will be eligible for these pay differentials.

Section 6.02 Driver's Licenses

Employees hired before October 1, 2016 shall possess a valid Class A or Class B Commercial Driver's License (CDL) issued by the State of Illinois. Employees hired on or after October 1, 2016 must possess and maintain a valid Class A CDL issued by the State of Illinois.

A new employee must obtain such CDL within ninety (90) days of his or her first date of employment with the City. Upon issuance of the CDL, the respective employee shall provide evidence of same to the Director of Public Works. Employees holding a Class B CDL shall receive five hundred dollars (\$500.00) per year payable in January of each year on a separate payroll check, or employees holding a Class A CDL shall receive seven hundred dollars (\$700.00) per year payable in January of each year on a separate payroll check. If an employee hired before October 1, 2016 has a change in CDL class from B to A (or A to B) during the calendar year, the employee will be eligible to receive a pro-rated amount at each stipend rate with the next January payment once proof is provided of the date of the classification change for the license holder. When an employee

is preparing to take the driving test for a Class A CDL, the Employer agrees to provide training subject to approval by the Director of Public Works. 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 re-certifications 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. Any overpayments that result from an employee's failure to provide such notification shall result in a deduction from future or accrued earnings.

The employee who loses his or her overall and/or CDL driving privilege is eligible for work and job reservation guarantees as set forth herein only if the involved employee is willing to submit to evaluation by the Employee Assistance Program (EAP) upon request of the Director of Human Resources. Notwithstanding anything in this section, nothing herein shall be construed so as to conflict with the overriding provisions of Exhibit A and Exhibit B (Drug Free Workplace and Substance Abuse policies, respectively).

Any employee losing his or her overall driving privileges and/or CDL designation for the first time shall be permitted and expected to continue to work without a valid license for not more than eighteen (18) months subject to the availability of work and the nature of the infraction that led to the loss of driving privileges. If work is not available, the employee will be off work without pay for such time period until eligible work is once again available. During the time the employee is off work without pay, the employee can request to be paid for accrued vacation or personal leave days for each day that work is not available. The employee's seniority is not affected for time off of work due to lack of available work during the eighteen (18) month period, however, Section 4.03 is still applicable to such employee. The Employer is not obligated to maintain uninterrupted or extended employment of any replacement or temporary employee hired due to the described circumstances and the ineligibility of the employee to perform the work needed. The affected employee shall be eligible for job reservation guarantee within the eighteen (18) month period provided he or she actively pursues reinstatement of the driving privileges and the CDL designation through the administrative review process or other court proceedings and makes himself or herself reasonably available for work that may be offered. The employer may require evidence of such reinstatement efforts.

After the eighteen (18) month period without driving privileges and/or CDL designation an employee who has not been reinstated with a valid CDL as required herein shall be subject to termination.

Nothing herein shall prevent the employer from terminating the employee pursuant to the provisions of this agreement and legally appropriate procedures within the aforesaid eighteen (18) month period where there exists aggravating circumstances surrounding the loss of driving privileges and/or for other reasons unrelated to the driving requirements.

The employee who loses his or her overall driving privilege a second time may be terminated without any right to work assignment, a work suspension or job reservation guarantee.

The Employer is not obligated to maintain uninterrupted or extended employment of any replacement or temporary employee hired due to the described circumstances. Notwithstanding the foregoing, however, if an employee loses a CDL because of health reasons (which do not include drug or alcohol abuse) and that employee is still able to perform the duties of their job they may not be terminated solely as a result of the loss of the CDL.

Stipends will be paid in January of each year to those having earned and maintained a Commercial Drivers' License (CDL)

1. Payments for CDL will be pro-rated based on the term of the contract and the eligibility of the employee for the respective payment(s) [e.g. an employee who earns a CDL effective April 1 of a given year shall be paid seventy-five percent (75%) of the full amount authorized pursuant to the terms of this agreement].
2. Other than retirees, those employees separating from the service of the City of Edwardsville shall re-pay through withholding or other means a pro-rated amount for CDL and clothing allowance stipends that had been advanced in the previous January [e.g. an employee separating from the city three (3) months after stipend payment shall re-pay seventy-five percent (75%) of the advanced amount].

Section 6.03 Vehicle & Equipment Mechanic

Any employee assigned to a Vehicle & Equipment Mechanic position in the Vehicle Maintenance Section shall receive a stipend of \$1.00 per hour for each hour worked.

Section 6.04 Spraying License.

Employees authorized by the City and approved by the Director of Public Works to obtain an Illinois Department of Agriculture (IDOA) spraying license as listed below shall receive the following stipend in January of each year through the regular payroll process:

- IDOA Operators Spraying License \$300 per year
- IDOA Applicators Spraying License \$450 per 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 Public Works. Any overpayments that result from an employee's failure to provide such notification shall result in a deduction from future or accrued earnings.

The annual stipend is paid forward each year in January (i.e. the money received in January 2022 is for the 2022-2023 calendar year).

ARTICLE 7 - FOREMAN

The Employer shall have the right to appoint a working foreman in each section at the rate of two dollars (\$2.00) per hour in addition to base wage.

The Employer shall have the right to appoint a working assistant foreman in each section at the rate of one dollar (\$1.00) per hour in addition to the base wage.

Foremen and/or assistants foremen may be appointed in the Sewer Maintenance, Street Maintenance, Vehicle Maintenance and Water Services Sections (other sections may be created during the course of this agreement subject to appropriate discussions with Local 397).

The foreman and the assistant foreman have the right to make job assignments subject to the direction of the Employer. It shall not be compulsory for any employee to accept the position of foreman or assistant foreman unless all employees refuse, in which case the Employer may assign a working foreman of its choice.

When Foreman and Assistant Foreman are absent for the work day, any employee that is appointed by the Director of Public Works or the Director's designee to perform any duty normally assigned to the Foreman or Assistant Foreman shall then receive Foreman pay for that day.

ARTICLE 8 - COMPENSATION AND CONTRIBUTIONS

Section 8.01 Base Hourly Wage

The “Hourly Straight Time Base Wage”, “Time and one half”, “Double Time” and double Time and One-Half rates includes the pension contribution provided in Section 8.04 below. The employer shall deduct the amount authorized by the Union for the Laborers’ National Industrial Pension Fund and hereby agrees to submit to the International Union that amount designated by the Union within a reasonable time period. The pension deduction shall be made prior to calculating and disbursing payroll. See, also, Section 8.04 (Pension Calculation).

Base hourly wage for employees shall be as follows:

<u>Effective Dates</u>	<u>Base Wage</u>
October 1, 2025 – September 30, 2026 (5.5% wage increase)	\$34.92
LNIPF Pension contribution	(\$1.40)
Base Hourly Wage on paycheck	\$33.52
<i>Public Works Laborers will receive a one-time \$1,000 bonus to be paid during the first pay period of October 2025 on a separate payroll check.</i>	
October 1, 2026 – September 30, 2027 (4.0% wage increase)	\$36.32
LNIPF Pension contribution	(\$1.40)
Base Hourly Wage on paycheck	\$34.92
October 1, 2027 – September 30, 2028 (4.0% wage increase)	\$37.77
LNIPF Pension contribution	(\$1.40)
Base Hourly Wage on paycheck	\$36.37

<u>Overtime Rates</u>	<u>Time & 1/2</u>	<u>Double-time</u>	<u>Double-time & 1/2</u>
2025-2026 (includes \$1.40 pension)	\$52.38	\$69.84	\$87.30
2026-2027 (includes \$1.40 pension)	\$54.48	\$72.64	\$90.80
2027-2028 (includes \$1.40 pension)	\$56.66	\$75.54	\$94.43

The “Time and One half”, “Double Time” and “Double Time and One-Half” rates include the pension contribution provided in Section 8.04 below. The employer shall deduct the amount authorized by the Union for the Laborers’ National Industrial Pension Fund and hereby agrees to submit to the International Union that amount designated by the Union

within a reasonable time period. The pension deduction shall be made prior to calculating and disbursing payroll. See, also, Section 8.04 (Pension Contribution).

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 Public Works 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 8.01.1 Compensatory Time 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 8.02 Longevity

In recognition of extended service, a longevity increment shall be paid for regular employment as follows:

Beginning Year of Regular Employment	Annual Amount
Step 1: <i>Fifth (5th) year</i>	\$832.00
Step 2: <i>Tenth (10th) year</i>	\$1560.00
Step 3: <i>Fifteenth (15th) year</i>	\$2080.00
Step 4: <i>Twentieth (20th) year</i>	\$2704.00
Step 5: <i>Twenty-Fifth (25th) year</i>	\$3016.00

The longevity benefit shall be paid on an hourly basis by the employer as part of the payroll process. The longevity benefit is not cumulative from Step to Step.

In addition to the longevity amounts set forth herewith, 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 annual longevity bonus equal to ten (10%) of his or her bi-weekly base pay (including regular longevity pay) for the first pay period of May, only.

Section 8.03 Training

A period of training shall be established for all employees which shall be a period of one (1) year. All new employees shall be paid at a rate of 90% of the hourly base wage for the first six months of employment; 100% of the hourly base wage for the second six

months and 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 Public Works Department, or for employees who bring appropriate job skills to the job. Nothing contained herein shall modify the terms of Article 4, Seniority, concerning temporary employees. If a temporary employee is hired directly from temporary employment as a new employee, their employment as a temporary employee during the last fiscal year shall count towards the training requirement of the Section. 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.

Section 8.04 Pension Contribution

The Employer agrees to continue making contributions to the Laborers' National (Industrial) Pension Fund ("LNIPF") from the employee's base pay in the amount of \$1.40 per hour per employee for all hours worked or for which the employee is paid, including overtime and benefit hours effective October 1, 2010. 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 E for all hours worked, or for which the employee is paid, including overtime and benefit hours effective April 1, 2011. 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.

ARTICLE 9 - SICK/DISABILITY LEAVE

Section 9.01 Sick Leave

For sickness 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 out in this Article, provided the employee presents a licensed physician's certificate of said sickness or disability showing the date of disability and the ability to return to work. Any employee suffering a sickness or non-occupational injury resulting in an absence of one (1) or two (2) days shall be paid, if that employee has sick leave benefits accumulated as set out herein, normally without the need of a physician's certificate.

Sick leave shall be charged in increments of fifteen (15) minutes or more in quarter-hour increments.

Section 9.02 Sick Leave Accumulation

Accumulation of sick leave for employees shall be as follows:

Tier 1 for Employees Hired Before October 7, 2014

1. Employees hired before October 7, 2014 will be allowed one hundred twenty (120) hours sick leave per year after the first year.
2. Unused sick leave shall be accumulated up to a maximum of nine hundred sixty (960) hours.
3. 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, up to a maximum of seven hundred twenty (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 October 7, 2014

1. Employees hired on or after October 7, 2014 will be allowed eighty (80) hours sick leave per year after the first year.
2. Unused sick leave shall be accumulated up to a maximum of seven hundred twenty (720) hours.
3. 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, up to a maximum of seven hundred twenty (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.

Section 9.03 Occupational Injury

For an occupational injury incurred while working for the City, pay will be allowed according to the following schedule:

1. During the first year of accredited service as a full-time employee of the Field Operations Division of the Department of Public Works, no occupational injury pay will be allowed. If it has been determined that a work related injury has occurred, payout will be calculated based on the employee's rights under the Illinois Workers' Compensation Act.
2. After one (1) year of service as a full-time employee of the Field Operations Division of the Department of Public Works, an employee will receive twenty-four (24) hours of occupational injury leave per year. The employee will receive the hours on his/her service anniversary.

Employees may use time from the Occupational Injury bank as follows:

1. On the day of the work related injury, employees will be paid for the full work day by the Employer.
2. If the full-day absences from work extend beyond the date of the injury but are less than 14 calendar days in total, the employee will use paid time off from the Occupational Injury bank in eight (8) hour increments for the first three (3) days after the date of injury and in increments of one-third (1/3) of an eight (8) hour work day, or 2.67 hours per absent day for additional absent days.
3. If the full-day absences from work extend beyond fourteen (14) calendar days after the date of injury, one-third (1/3) of an eight (8) hour workday, or 2.67 hours, will be used for each absent day that is due to the work related injury.

Maximum accumulation of unused occupational injury leave will be two hundred forty (240) hours. Occupational injury pay shall in no event exceed the employee's regular pay for any period covered. In order for an employee to be eligible to use time from the Occupational Injury time bank, each absence must be supported by documentation provided by a licensed medical provider. The employee must also remit his or her Workers' Compensation check to the City in order to continue receiving a full, regular paycheck with continued scheduled deductions.

If an employee does not have hours available in the Occupational Injury time bank to use for an eligible absence, the employee shall be compensated using hours from his/her Sick Leave bank using the same guidelines as stated above. If Sick Leave hours are not available, the employee shall be compensated using hours from his/her Vacation bank using the same guidelines as stated above.

Upon separation of employment with the City, the employee is not eligible to receive payout for any accrued time in the employee's Occupational Injury time bank.

Employees who already had more than the maximum limit of two hundred forty (240) hours in his/her Occupational Injury Leave bank as of February 21, 2012 will not lose any of that accrued time. However, employees who are retaining the additional hours in

the Occupation Injury time bank will not accrue additional hours on his/her service anniversary until the employee's Occupational Injury time bank drops below the two hundred forty (240) hour maximum.

Section 9.04 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 9.05 Family Medical Leave Act

The Family and Medical Leave Act (FMLA) Policy as contained in the City's Personnel Code shall govern FMLA leave.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

Section 10.01 Workday

Street, Sewer, Vehicle Maintenance and Water Services Sections. The normal daily working hours of the Street, Sewer, Vehicle Maintenance and Water Services Sections shall include an eight (8) hour work period commencing no earlier than 7:00 a.m. and concluding no later than 3:30 p.m. Monday through Friday unless mutually agreed otherwise by the parties. However, designated Water Services Section workers will work their normally assigned hours if different from the normal daily working hours. Jobs commencing outside the normal daily working hours shall first be offered to the most senior, qualified employees on a voluntary basis. If the required numbers of employees do not volunteer by descending order of seniority, beginning with the most senior employee, the required number of employees will be assigned by ascending seniority, beginning with the least-senior employee. No employee shall be permitted work in excess of sixteen (16) hours in any twenty-four (24) hour period.

The Employer may assign an employee to perform mechanical street sweeping. Street sweeping will normally be performed during the hours provided in the above paragraph. Time spent sweeping streets which falls outside the time limits provided for in the paragraph immediately preceding this one will be compensated at the overtime rate of compensation.

Notwithstanding other provisions of this agreement, Water Services Section workers performing the functions of "Serviceperson", "Meter Reader" shall regularly work the hours of 8:00 am to 4:30 pm, Monday through Friday. "J.U.L.I.E. Locator" shall regularly work the hours of 7:00 am to 3:30 pm, Monday through Friday.

Section 10.02 Flushing

Flushing work will typically be scheduled during normal daily working hours of the Water Services Section. If flushing is scheduled at times other than normal daily working hours, notification to affected employee(s) will be given at least one week in advance.

Assignments to flushing, outside of normal working hours shall be by seniority and be made in accordance with this Article. Any emergency repairs arising during time of flushing requiring those employees to engage in repair work beyond one hour's time past the assigned shift shall require payment to those employees of pay at time and one-half for hours so worked, with a minimum payment for two hours.

Any employee assigned to flushing and asked to return to the normal day shift (7:00 a.m.-3:30 p.m.) with less than twelve (12) hour interval shall be paid time and one-half for hours worked on that day shift.

Employees assigned to flushing at times other than the normal daily working hours, shall receive extra compensation of one dollar (\$1.00) per hour for hours spent on flushing assignment.

Section 10.03 Overtime/Call-outs

Employees shall be paid for overtime work at the rate of one and one-half 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. Scheduled work on Sunday and holidays shall be paid at the rate of double time for actual hours worked. There shall be no duplication of daily or weekly overtime, or worked holiday pay.

The Foreman of each section shall be called-out first. The Foreman shall then call-out additional personnel in order of seniority as needed. If the Foreman is not available or does not accept the call-out, the Assistant Foreman shall be called-out next. The Assistant Foreman shall then call-out additional personnel in order of seniority as needed. When the Assistant Foreman is not the one conducting the call-out of other personnel, the Assistant Foreman is called in based on his/her seniority. The call-outs shall be made in accordance with the list attached hereto as Exhibit D, which may be amended by the parties by mutual agreement during the term hereof.

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. 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 and one-half. 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 being held over beyond the scheduled shift.

Anyone on vacation, personal or sick leave will not be eligible for call out until after they have returned to work and completed a 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 an emergency situation exists. When contact is first made to the Foreman (or Asst. Foreman if applicable) of the section that the call-out work is for, additional personnel in the section of the call-out work will be called based on seniority. Once all employees in that section have been contacted,

the Foreman will then call the employee(s) in the call-out section that was initially ineligible for the call-out due to vacation, personal or sick leave use prior to the call-out. Once all of the employees are called from the section assigned to the call-out work, the remaining three (3) sections will be called in order as a whole (as shown in Exhibit D). Once all call-out eligible employees are contacted from the remaining three (3) sections combined, the Foreman will then go back through the three (3) sections and contact the employees that were initially ineligible for the call-out due to vacation, personal or sick leave use prior to the call-out.

Whenever a foreman, assistant foreman or other person covered by this agreement is contacted by management personnel, supervisory personnel, designated police, fire department or other authorized personnel during non-working hours, the person covered by this agreement and so contacted for the purpose of summoning other public works personnel to respond to and address a public works or other appropriate municipal need shall be entitled to "call-out" pay at a minimum of one (1) hour at a premium rate pursuant to the provisions of this agreement. For purposes of this agreement and this section, "work" shall be considered to include contacting in person or by telephone other personnel of the public works department and directing that they respond to an after-hours call for service. The "work" shall be considered to have commenced when and if the contact effort begins. However, the person covered by this agreement and summoning others may not stack or add the one-hour call-out with the time devoted to addressing the purpose for the call-out if and when the person so contacted and making the notifications includes himself or herself in the work to be performed.

Section 10.04 Overtime by Seniority

Overtime jobs shall be on the basis of seniority as provided in Section 4.01, except where a job is started during normal working hours 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.

Overtime on street sweeper shall be as follows: employees who normally operate this equipment shall be first call out for the operation of this equipment.

Section 10.05 Breaks

A one-half hour lunch period is to be taken by each employee and said lunch break shall commence between the fourth hour of work and the fifth and one-half hour of work for employees of the Water Services, Sewer Services, Vehicle Maintenance and Street Sections. The time(s) of the lunch break(s) for individual employees or groups of employees shall be determined by the respective section foremen or management personnel.

It is understood that no overtime pay for the mid-day lunch period will be required so long as the employee is allowed to begin his or her lunch break between the fourth hour and the fifth and one-half hour in the manner as set forth above.

In the event an individual employee's work cannot be interrupted for reasons of safety, efficiency, practical considerations or other reasons not inconsistent with and for the good of the City and, such job or project continues into the prescribed mid-day lunch period as set forth above, the affected employee(s) will be compensated at the applicable overtime rate.

If, as stated above, the lunch period cannot be granted during said period, the affected employee(s) will receive overtime pay for the mid-day lunch period at the overtime rate and be allowed one-half hour to eat lunch when possible.

If an actual break is not feasible due to the nature of the job or project, any employee who is permitted to eat while actually engaged in work shall receive one (1) hour pay at the applicable overtime rate to compensate for the loss of an uninterrupted thirty (30) minute lunch period.

When continuous work extends beyond the regularly scheduled work day for matters of safety, efficiency, practical considerations, or other reasons not inconsistent with and for the good of the City, a thirty (30) minute meal (dinner/evening) break paid at the applicable overtime rate will be allowed subject to other terms of this Section. The meal (dinner) break shall commence after the third hour of work following the end of the actual scheduled work day of the affected employee(s) and each successive five (5) hours of work until the completion of the job.

However, the affected employee is assured of a thirty (30) minute paid break after the third hour of work following the end of the scheduled work day even if an actual break is not feasible due to the nature of the job or project.

When an employee has been called back to work after having left work, a thirty (30) minute meal break paid at the applicable overtime rate will be allowed after the first five (5) hours of work and each successive five (5) hours of work until the completion of the job.

Section 10.06 Flexible Scheduling

The employer may for specific projects schedule employees covered by this agreement to work hours outside those set forth as "Normal Daily Working Hours" and the hours set forth for water section service personnel (See Section 10.01). However, the following conditions shall apply:

1. The work shall be for a specific and defined project, and
2. The work shall be scheduled and the affected employees notified not less than fourteen (14) calendar days prior to the commencement of the work, and
3. The work shall be for a period of not less than five (5) work days, and

4. The affected employees shall be paid an addition \$1.50 per hour during the period of other than "Normal Daily Working Hours".

The provisions of this sub-section shall not apply to the work assignments of street sweeping, hydrant flushing, snow removal and "mosquito spraying".

ARTICLE 11 - SEPARATION PAY

Benefits for sickness are defined in Article 9, Section 9.02, of this Agreement and separation benefits shall be paid by the same schedule. Separation pay shall be paid to people 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 compensatory time, vacation, personal and sick leave. Separation benefits shall at no time exceed the maximum accumulated paid sick leave benefit.

ARTICLE 12 - HOLIDAYS/PERSONAL DAYS

Section 12.01 Designated Holidays

Field Operations Division Employees will receive time off with pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s 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 12.02 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 12.01 shall be paid at double the base rate of compensation for hours worked on the holiday.

If an employee is called out on a Holiday he shall receive Double time and one half (2 ½) their base rate of compensation for the hours that the employee works on a Holiday. This pay shall be in addition to the eight (8) hours pay the employee receives for his Holiday.

Section 12.04 Personal Leave

An employee shall be entitled to sixteen (16) hours of personal leave with pay annually. Said leave will be credited to an employee's record on October 1, of each year. Personal leave shall accrue at the rate of sixteen (16) hours annually from the first day of regular employment until October 1. Thereafter, personal leave shall be determined on the basis of contractual years under this Agreement.

Personal leave shall be taken in increments of one (1) or more whole 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

Employee 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 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 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 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

Vacation leave must be taken within two (2) years of the date of accrual and may not be accrued nor accumulated beyond that time, but under no circumstances will same be lost due to schedule adjustments or cancellations initiated or caused by the employer. All employees who have banked excess vacation leave as of the beginning of the term of this contract are required to be in compliance with the aforementioned guidelines prior to the termination of this agreement, or vacation leave not taken within two (2) years of the date of accrual will be lost. Except as provided in Section 13.04, vacation periods shall be scheduled based on divisional seniority. Approved vacation leave shall be charged in increments of one (1) or more whole hours.

Except as provided in Section 13.04, a vacation calendar shall be posted by the Employer at the beginning of each calendar year, and any employee desiring vacation shall request same and it shall be placed on that calendar. Once an employee's request is posted on the calendar, he or she can only be bumped off that specific vacation by a senior employee within five (5) business days after said vacation is scheduled on the calendar.

The maximum number of employees granted vacation leave during the same two (2) week protected period under Section 13.03 shall not exceed two. The maximum number of employees granted vacation leave during the same two (2) week protected period under Section 13.03 shall not exceed two (2) employees from each operating division. During peak months, no more than two (2) employees from each operating division may be allowed to take vacation at the discretion of the Employer. Peak months shall mean June, July, August and September.

Section 13.04 Notification

All employees will be required to submit vacation requests by March 31 of each year for the two (2) weeks referred to in the next sentence. Each employee will select no more than two (2) weeks of available vacation on a form to be provided by the City to designate the desired weeks for vacation. In the case of employees who are entitled to two (2) weeks vacation or less for the year, only one (1) week will be so designated.

Vacation for these two (2) weeks will be assigned by the City based upon seniority and cannot be cancelled unless due to a bona fide emergency.

Senior employees may not bump less senior employees for the vacation schedule described above if their requests are submitted after March 31.

With respect to vacations other than the weeks protected by the vacation schedule described above, this Section 13.04 will govern.

Section 13.05 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 - INSURANCE

14.01 Hospitalization Insurance.

There shall be established for the City of Edwardsville an Advisory Health Insurance Committee consisting of a reasonably balanced representation of the entire work force of the City of Edwardsville including a representative of the City's retiree group and not less than two (2) active members of Local 397. This Committee shall recommend one (1) Hospital Insurance Program for all employees and it shall be their duty to meet at least once each year to review such insurance plan and revise it as necessary to be certain that all employees have the best plan available for the money invested. Such recommendations shall be presented to the City Council for its consideration. The establishment of such Hospital Insurance Plan shall be on recommendation of the Advisory Committee and the goal for its establishment has been completed and shall be maintained.

The Employer shall pay one hundred percent (100%) of the cost of the employees' hospitalization insurance.

The Employer shall pay seventy-five percent (75%) of the cost of employees' family hospitalization insurance, with the employee paying twenty-five percent (25%) of the cost of insurance for family members.

Any regular employee laid off due to lack of work and covered by hospitalization insurance shall pay 100% of the premium to the Employer to maintain coverage for a period not to exceed twenty-four (24) months from the day of layoff, subject to the approval of the insurance carrier.

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 Uniforms

Employees will be paid six hundred dollars (\$600.00) as a clothing allowance. Provided the employee has demonstrated a reasonable effort to comply with the standards set forth in the "Uniforms and Personal Appearance" policy included as Exhibit C with this agreement. The clothing allowance will be paid during the first pay period of January each year on a separate payroll check.

Historical Note: Effective October 1, 2007 of the 2007-2010 Collective Bargaining Agreement \$300 was deducted from the \$800 clothing allowance and was rolled into each employee's hourly base rate of pay,

A new employee's first clothing allowance payout amount in the first January after hire will be determined by his/her date of hire. If a new employee starts in the months of January-June, the new employee will receive two \$600 clothing allowance stipends at the next January payout since a quarter was worked in each of two contract years. If an employee starts in the months of July-September, the new employee will receive one \$600 clothing allowance stipend at the first January payout since one quarter was worked in the contract year that began in the month of October after the date of hire. If an employee starts in the months of October-December, the new employee will not receive a clothing allowance with the first January of employment since a quarter of a contract year has not yet been worked. This employee will be paid two \$600 clothing allowance stipends with the second January of employment since at that time a quarter was worked over two contract years.

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

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.

The Employer agrees to replace damaged protective clothing as provided at no cost to the employee; providing such damage was without negligence or willfulness on the part of the employee.

Section 15.03 Eyewear

The employer will provide not more than two hundred dollars (\$200.00) per contract year for eye exams, eyeglasses or for contact lenses for the employees. However, the employee upon making any claim for this benefit shall first provide evidence to the employer's designated representative that he or she has first made claim for any eligible reimbursement or other cost coverage through any existing vision plan provided by the employer.

Historical Note: Effective October 1, 2009 of the 2007-2010 Collective Bargaining Agreement \$100 was deducted from the \$200 eyewear allowance was rolled into each employee's hourly base rate of pay

Section 15.04 Vaccinations

The employer will provide hepatitis and tetanus vaccinations for the employees of the Public Works Department. It is hereby agreed that any employee refusing to accept the offer of vaccination for religious or other reasons shall provide the employer a waiver indicating the refusal.

ARTICLE 16 - MILITARY SERVICE

Military leave shall be granted in accordance with all applicable federal and state laws and regulations in existence and as may be amended during the term of this agreement.

ARTICLE 17 - 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 18 - GRIEVANCE PROCEDURE

Section 18.01 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 18.02 Procedure

A grievance shall be processed in the following manner:

Step 1 Director - Verbal. 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 Director. If the grievance is filed orally, the steward shall expressly state before ending the discussion with the Director, that the discussion constitutes the first step of this grievance procedure. The steward and the 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.

Step 2 Director – Written. If a settlement is not reached as a result of said discussion in Step 1, within five (5) business days after the grievance is filed, the Union Business Representative shall submit a written grievance to the Director.

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 to the Business Representative either in person or by certified mail, return receipt requested.

Step 3 Employer. Should the aggrieved party and/or Union feel that the grievance was not satisfactorily settled in Step 2, the written grievance shall be submitted, within ten (10) business days of completion of Step 2, to the City Administrator, who shall meet with the Union's representative(s) in an attempt to resolve the grievance. Completion of Step 2, for the purpose of this Step, is when the Union receives the Director's written response. The City Administrator shall give his written response within ten (10) business days after said submission.

Step 4 Voluntary Mediation. If the grievance is not satisfactorily resolved at Step 3, it may be submitted for mediation within fifteen (15) business days after receipt of the Employer's Step 3 response, or within fifteen (15) business days after the Employer's Step 3 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 5 Arbitration. If the grievance is not settled in accordance with Step 2, 3, or 4 as the case may be, either: 1) if mediation was not agreed to, the Union may refer the grievance to arbitration within fifteen (15) business days after receipt of the Step 3 response; or 2) if mediation was agreed to, the Union may refer the grievance to this step within ten (10) business days after the final mediation session. The parties shall attempt to agree upon an arbitrator within five (5) business 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 unstricken from 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 18.03 Arbitrator's Authority

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall only consider and make decision 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 18.04 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 18.05 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 18.06 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 19 - 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 20 - 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 21 - GENDER DISCLAIMER

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

ARTICLE 22 - 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 23 - MANAGEMENT RIGHTS

Section 23.01 Management Rights

The Union recognizes that any and all rights concerned with the management of the Edwardsville Department of Public Works 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 Department of Public Works;
- b) maintain and improve the efficiency and effectiveness of the Department of Public Works;
- 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 Department of Public Works is to be conducted;
- e) direct, supervise and/or hire employee;

- 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; and,
- j) promote, transfer, assign, schedule, retain and/or lay off employees.
- k) Management personnel shall be defined as the Director, Assistant Director, City Engineer and Superintendent of Operations.
- l) Management personnel shall not normally perform any maintenance or Operational work covered by this Agreement, except in cases of emergency, or for the sake to training, or illustrative purposes, and in accordance with State law.

The Employer shall have the right to hire day labor as Temporary Employee(s) from the Union Hall for a period up to twenty (20) continuous weeks or thirty (30) weeks total in an 18 month period.

Section 23.02 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.

No Bargaining Unit work may be contracted out to an Independent Contractor if any Bargaining Unit Employee(s) covered by this Agreement are laid off when the laid off employee has the same level of job expertise as the Independent Contractor.

Section 23.03 Personnel Code

The City of Edwardsville Personnel Code represents, in part the policies, procedures rules and regulations of the City of Edwardsville. This labor agreement adopts the Code. 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 24 - MISCELLANEOUS PROVISIONS

Section 24.01 Definitions

As used in this Agreement, the following terms shall mean:

Director: Director of the Department of Public Works.

Temporary Employee: An employee who has been employed by the City for less than twenty continuous weeks or thirty (30) weeks in an eighteen (18) month period shall receive the base hourly wage specified in this Agreement. For each such employee the Employer shall make payments on his/her behalf for all hours worked to the Employers and Laborers Locals 100 & 397 Funds, Annuity Fund and the District Council Fund in such amount as are provided in writing to the Employer by the Union during the term of this agreement to maintain the hourly contribution rate as determined by the various funds and paid by any other employer that utilizes union employees from the Union Hall.

Regular Employment or Accredited Service: Full-time, continuous service to the Employer by an employee.

Business Day: A day on which the Edwardsville City Hall is open routine business to the general public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m., excluding holidays as defined in Article 12 of this Agreement.

Base Wage or Base Rate of compensation: The straight-time, base wage or rate of compensation exclusive of any and all benefits except those expressly mandated by state or federal law.

Section: One of four sections within the Department of Public Works: Street, Sewer, Vehicle Maintenance and Water Services Section.

Section 24.02 Drug Free Workplace

The City of Edwardsville/Laborers' Local 397 Drug-Free Workplace Policy negotiated by the parties in attached to this Agreement and made a part of this Agreement as Exhibit A.

Section 24.03 Substance Abuse Policy

The City of Edwardsville's Substance Abuse Policy as adopted is attached to this Agreement and made a part of this Agreement as Exhibit B.

Section 24.04 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 25 - TERM OF AGREEMENT

All of the terms and provisions of this Agreement shall be considered effective as of October 1, 2025, and shall remain in full force and effect until midnight on the 30th day of September 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 upon either party providing the other written notice requesting commencement of negotiations.

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 10th day of October 2025.

City of Edwardsville

By: Art Risavy
Art Risavy, Mayor

Attest:

By: Michelle A Boyer
Michelle Boyer, City Clerk

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: John B. Hanafin (Jay)
[Signature]
JOHN B. HANAFIN (Jay)
[Print name]

Exhibit 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.

End of Policy

Exhibit 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 employees of the City of Edwardsville who are required to have a Commercial Driver's License (CDL) and those who are required to drive or perform safety-sensitive functions as provided by law.

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 employees will be tested for controlled substances and ten percent (10%) will be tested for alcohol each year. The random alcohol test shall be performed immediately prior, during, or immediately after a driver is about to, or has performed a safety sensitive function. All drivers will have an equal chance of being selected.
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 identity 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.

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CURRENT TEST LEVELS

DRUG/ALCOHOL TESTING

<u>Drugs to be tested</u>	<u>Confirmed Initial Level (ng/ml)</u>	<u>Confirmation Test Cutoff Level (ng/ml)</u>
1. Amphetamine	1,000	500
2. Cocaine	300	150
3. Opiates	300	300
4. Phencyclidine (PCP)	25	25
5. Marijuana (Cannabinoid)	50	15
 <u>Alcohol</u>	 <u>Screening</u>	 <u>Confirmation</u>
	0.04 BAC	0.04 BAC

End of Policy

Exhibit C

UNIFORMS AND PERSONAL APPEARANCE POLICY

- A. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Public Works Department presents to residents, customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.
- B. Public Works Department Employees who are members of Local 397 receive an annual clothing allowance in accordance with the Collective Bargaining Agreement between the City of Edwardsville and Local 397.
- C. The clothing allowance is to be used to purchase uniform shirts, jackets, head gear, work pants, work shoes and foul weather clothing (Carharts or similar) - which shall be worn during regular duty hours; during evening and weekend call outs; and/or during overtime work. Uniforms will only be worn for purposes of employment with the City.
- D. The City of Edwardsville will issue safety equipment to include the following items: gloves, goggles, hearing protection, concrete boots and safety vests.
- E. The Public Works Department Director and Superintendent of Operations shall meet with the Foremen on an annual basis to discuss and choose the type and style of uniforms to be worn by the employees. Uniform shirts currently consist of a designated collared short/long sleeved shirt or light gray and yellow t-shirts all bearing a City of Edwardsville Public Works logo.
- F. Employees choosing to wear head gear shall wear a designated dark blue baseball style cap bearing the City of Edwardsville Public Works Department logo. The wearing of any other cap is not acceptable.
- G. Employees shall wear long pants in a blue or black color. Jeans or most work style pants are acceptable. Suspenders or bib overalls are not acceptable attire - except for protective winter clothing (Carharts or similar).
- H. Employees are responsible for maintaining uniform clothing in a clean condition and good repair. Uniform clothing which is torn, frayed, faded or stained significantly is not acceptable and shall be repaired or replaced by the employee.
- I. Shirts shall be worn buttoned and tucked into the work pants at all times - other than during intense work activities.

- J. Foremen and Assistant Foremen are responsible for ensuring that employees under their supervision wear the uniform as required by this policy. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

End of Policy

Exhibit D

CALL-OUT LISTS

STREET MAINTENANCE SECTION CALL-OUT	SEWER MAINTENANCE SECTION CALL-OUT	WATER SERVICES SECTION CALL-OUT
<i>Street Section</i>	<i>Sewer Section</i>	<i>Water Section</i>
Street Foreman (<i>if not then Asst.</i>)	Sewer Foreman (<i>if not then Asst.</i>)	Water Foreman (<i>if not then Asst.</i>)
Street Seniority – 1	Sewer Seniority – 1	Water Seniority – 1
Street Seniority – 2	Sewer Seniority – 2	Water Seniority – 2
Street Seniority – 3	Sewer Seniority – 3	Water Seniority – 3
Street Seniority – 4	Sewer Seniority – 4	Water Seniority – 4
Street Seniority – 5		Water Seniority – 5
Street Seniority – 6	<i>Street, Vhcle Maint & Water Sections</i>	Water Seniority – 6
Street Seniority – 7	Street Foreman (<i>if not then Asst.</i>)	Water Seniority – 7
Street Seniority – 8	Street Seniority – 1	Water Seniority – 8
Street Seniority – 9	Street Seniority – 2	Water Seniority – 9
	Street Seniority – 3	Water Seniority – 10
<i>Vhcle Maint, Sewer & Water Sections</i>	Street Seniority – 4	
Vehicle Maintenance - 1	Street Seniority – 5	<i>Sewer, Street & Vhcle Maint Sections</i>
Vehicle Maintenance - 2	Street Seniority – 6	Sewer Foreman (<i>if not then Asst.</i>)
Sewer Foreman (<i>if not then Asst.</i>)	Street Seniority – 7	Sewer Seniority – 1
Sewer Seniority – 1	Street Seniority – 8	Sewer Seniority – 2
Sewer Seniority – 2	Street Seniority – 9	Sewer Seniority – 3
Sewer Seniority – 3	Vehicle Maintenance - 1	Sewer Seniority – 4
Sewer Seniority - 4	Vehicle Maintenance - 2	Street Foreman (<i>if not then Asst.</i>)
Water Foreman (<i>if not then Asst.</i>)	Water Foreman (<i>if not then Asst.</i>)	Street Seniority – 1
Water Seniority – 1	Water Seniority – 1	Street Seniority – 2
Water Seniority – 2	Water Seniority – 2	Street Seniority – 3
Water Seniority – 3	Water Seniority – 3	Street Seniority – 4
Water Seniority – 4	Water Seniority – 4	Street Seniority – 5
Water Seniority – 5	Water Seniority – 5	Street Seniority – 6
Water Seniority – 6	Water Seniority – 6	Street Seniority – 7
Water Seniority – 7	Water Seniority – 7	Street Seniority – 8
Water Seniority – 8	Water Seniority – 8	Street Seniority – 9
Water Seniority – 9	Water Seniority – 9	Vehicle Maintenance - 1
Water Seniority - 10	Water Seniority – 10	Vehicle Maintenance - 2

End of Policy

Exhibit E

Laborers' National (Industrial) Pension Fund Rehabilitation Plan

AGREEMENT ADOPTING PREFERRED SCHEDULE

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010 to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of \$1.40 per hour shall be increased by 10% effective April 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

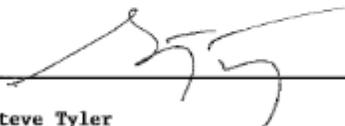
(b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the rules and Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of April 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature:  _____

Name: Steve Tyler

Position: Business Manager Date: 2/24/2012

FOR THE EMPLOYER

Signature:  _____

Name: Gary D. Niebur

Position: Mayor Date: 2/24/2012