

Newton City Code

CHAPTER 13

EMPLOYEE AGREEMENTS

ARTICLE I – POLICE DEPARTMENT CONTRACT

13-1-1 POLICE DEPARTMENT CONTRACT. The collective bargaining agreement between the City of Newton and the Newton Police Department is hereby included as **Appendix "A"**.

(Ord. No. 12-6; 05-01-12)

ARTICLE II – PUBLIC WORKS CONTRACT

13-2-1 EMPLOYEE AGREEMENT. The collective bargaining agreement between the City of Newton and the Public Works employees, etc. is hereby included as **Exhibit "A". (May 15, 2018)**

APPENDIX "A"

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF NEWTON POLICE DEPARTMENT
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
SOUTHERN & CENTRAL ILLINOIS LABORER'S DISTRICT COUNCIL
LABORER'S LOCAL UNION 1197**

Effective May 1, 2012 through April 30, 2016

The Collective Bargaining Agreement is entered into by and between the City of Newton, Illinois, (herein referred to as the "Employer") and the Laborers' International Union of North America, the Southern and Central Illinois Laborer's District Council, and Laborers' Local Union 1197 (herein referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by this Agreement.

Article 1 – Preamble

It is the purpose of this Agreement and the intent of the parties hereto to establish and promote mutual harmonious understandings and relationships between the Employer and the Union, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of Employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and understandings contained herein, the parties hereby, by their duly authorized representatives and/or agents, mutually covenant and agree as follows.

Article 2 – Recognition

The Employer hereby recognizes the Laborers' International Union of North America as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all Employees in the bargaining unit. The bargaining unit shall include: all Employees of the City of Newton Police Department, excluding the Chief of Police.

Article 3 – Non-Discrimination

Section 1. Prohibition Against Discrimination. Neither the Employer nor the Union shall discriminate against any Employee covered by this Agreement on account of race, creed, color, religion, national origin, political affiliation, sex, age, physical or mental handicap or marital status.

Section 2. Union Activity. Neither the Employer nor the Union shall interfere with the rights of Employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such Employee because of the Union membership or non-membership.

Section 3. Equal Employment/Affirmative Action. The parties recognize and agree to cooperate in fulfilling the Employer's obligations under State and Federal Equal Employment and Affirmative Action Acts, laws and regulations.

Section 4. Use of Masculine Pronoun. The use of the masculine pronoun herein is understood to be for clerical convenience only and it is further understood that the masculine pronoun applies to both genders.

Article 4 – Dues Deductions/Maintenance of Membership

Section 1. It shall be a condition of employment that all present Employees become members of the Union and shall remain members of the Union or if an Employee chooses not to be a member of the Union, then that Employee shall contribute his fair share for representation.

All present Employees who are not members of the Union shall become and remain members of the union or if an Employee chooses not to be a member of the Union, then that Employee shall contribute his fair share for representation within **six (6) months** of the effective date of this Agreement and all Employees who are hired hereinafter shall become and remain members of the Union or if an Employee chooses not to be a member of the Union, then that Employee shall contribute their fair share for representation within **six (6) months** following date of first employment.

This period is to serve as a probationary period and Employees will be subject to all the benefits of this Agreement, excluding only holiday pay for the first **thirty (30) calendar days** of employment.

Section 2. All dues, initiation fees and assessments levied by the Union on the Employees covered by this Agreement shall be checked off from the wages of such Employees once each month, except delinquent dues and initiation fees shall be checked off weekly and remitted by the City to the Secretary of said Union. The check off, however, is to apply only to such Employees covered by this Agreement who authorize the City in writing to so check off. If an Employee or Employees should any time content that the City acted wrongfully or illegally in making a check off for dues, initiation fees or assessments, the Union will defend and protect the City against expenses, repayments or losses on account of such contention.

Article 5 – Management Rights

Section 1. It is recognized that the Employer retains the right and responsibility to direct its affairs in all various aspects. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the Employer; to determine its policies, budget and operations; to determine the manner in which its functions shall be performed and

the directions of its working forces, including, but not limited to: the right to hire, promote, demote, transfer and assign Employees; to discipline; suspend and discharge for just cause; to relieve Employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract and relocate or transfer work and maintain efficiency.

Section 2. The Union and Employer agree that during the life of this Agreement representatives of each party shall meet semi-monthly, or more frequently if mutually agreed, at a mutual satisfactory time and place. The purpose of such meetings shall be to appraise the problems, if any, which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of the parties' objectives as set forth above.

Such meetings shall not be for the purpose of conducting continuing collective bargaining, nor in any way, modify, add to, or detract from the provisions of this Agreement.

Prior to any meeting held pursuant to the foregoing paragraphs, the parties shall provide each other with such advance notice as is reasonable under the circumstances concerning matters intended to be discussed.

Article 6 - No Strike/No Lockout

Section 1. No Strike. Neither the Union nor any officers, agents or Employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of Employer at any location, regardless of the reason for so doing. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Union and its Employees and representatives will cooperate with the Employer in taking whatever affirmative action is necessary to direct and urge any Employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

Section 2. No Lockout. The Employer will not lock out any Employee during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article, unless the Employer cannot efficiently operate in whole or in part due to a breach of this Article.

Article 7 – Impasse Resolution

The resolution of a bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, Chapter 48, Paragraph 1614, as amended.

Article 8 - Grievance Procedure

Section 1. Grievance. It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the procedure outlined in this Article.

A grievance is defined as any unresolved difference between the Employer and any Employee or group of Employees regarding the application, meaning or interpretation of this Agreement.

Section 2. Dispute Resolution. In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the Employee and his immediate supervisor.

In the event of a complaint, the Employee shall first complete his assigned work task and complain later, unless the Employee reasonably believes that the assignment endangers his safety.

Section 3. Representation. Grievances may be processed by the Union on behalf of an Employee or on behalf of a group of Employees. Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the Employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more Employees only if the same facts, issues and requested remedy apply to all Employees in the group.

Section 4. Subject Matter. Only one subject matter shall be covered in any one grievance. A grievance shall obtain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving Employee(s) and the date.

Section 5. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limit will be treated as settled grievances.

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

Section 6. Grievance Processing. No Employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the Employee shall always perform his assigned work task and grieve his complaint later, unless the Employee reasonably believes that the assignment endangers his safety.

Section 7. Grievance Meetings. A maximum of **two (2)** Employees (the grievant and/or Union Rep) per work shift shall be excused from work with pay to participate in a Step 1 or 2 grievance meeting. The Employees shall only be excused for the amount of time reasonably

required to present the grievance. The Employees shall not be paid for any time during which a grievance meeting occurs outside of the Employee's work shift. In the event of a grievance, the Employee shall first perform his assigned work task and file his grievance later.

Section 8. Step in Procedure. Disputes arising under this Agreement shall be resolved as follows:

Step 1. The Employees shall make his (their) complaint in writing to the Chief of Police. The Chief will notify the Employees in writing of the decision within **two (2) working days** following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

Step 2. If no agreement is reached between the Employee and the Chief, as provided for in Section 8, Step 1 above, the Union shall prepare a written grievance on a form mutually agreed to and present it to the Police Department Committee of the Newton City Council, or such designee, no later than **ten (10) working days** after the Employee was notified of the written response by the Chief.

Within **ten (10) working days** after the grievance has been submitted, the Police Department Committee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith effort to resolve the grievance.

The Police Department Committee shall respond in writing to the grievance and Union Representative within **ten (10) working days** following the meeting.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to the Newton City Council, or their designee, no later than **ten (10) working days** after the Employee was notified of the written response of the Police Department Committee.

Within **ten (10) working days** after the grievance has been submitted, the City Council, or their designee, shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith effort to resolve the grievance.

The City Council, or the designee, shall respond in writing to the grievant and the Union Representative within **ten (10) working days** following the meeting.

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

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses. The expenses and fees of arbitration and the cost of the hearing shall be shared equally by the parties. Cost of arbitration shall include the arbitrator's fees, room costs and transcriptions costs. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be made within **forty-five (45) days** following the close of the hearing and shall be final and binding on the Employer, the Union, and the Employee or

Employees involved. The arbitrator shall be limited to interpreting the Agreement before him and shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

For purposes of this Article, working days shall be defined as Monday through Friday, excluding holidays.

Article 9 – Labor-Management Conferences

Section 1. Setting Meetings and Agendas. The Union and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least **seven (7) days** in advance by either party in writing to the other for a “labor-management conference” and expressly providing the agenda for such meetings. Such notice may be waived by mutual consent of both parties. Such meetings and locations shall be limited to:

- (A) Discussion on the implementation and general administration of this Agreement.
- (B) A sharing of general information of interest to the parties.
- (C) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.
- (D) Discussion of pending grievance on a non-binding basis to attempt to adjust such grievance and to discuss procedures for avoiding future grievances.
- (E) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. Exclusion of Grievances. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processing under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Notification of Absence. When absence from work is required to attend “labor-management conferences”, Union members shall, before leaving their work stations give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to **two (2)**. Travel expenses associated with any “labor-management conferences” shall be the responsibility of the Employee.

Section 4. Safety Issues. Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

(A) The Chief or his designee shall meet periodically with the Labor Council Safety Committee to discuss safety issues and concerns which shall be submitted by the Union in advance in writing.

Any report or recommendation which may be prepared by the Union Safety Committee and the Chief or his designee as a direct result of these meetings shall be reduced to writing with copies being submitted to the Chief and to the Union representative.

(B) When an assigned department vehicle is believed to be in an unsafe condition, the Employee will notify the Chief, complete required reports and follow the Chief's direction relative to requesting repair, replacement or continued operation of said vehicle. No Employee shall be required to use any vehicle which the Chief or his designee has designated as unsafe until the safety condition has been corrected.

Article 10 – Layoff

In the event of a layoff of Employees in the bargaining unit, the Employer shall inform the Union in writing no later than **ten (10) calendar days** prior to such layoff and provide the Union with the names of the Employees to be laid off. Probationary employees, temporary and part-time employees shall be laid off first, then Employees shall be laid off in accordance with their seniority. The Employees with the least amount of seniority shall be laid off first. All Employees shall receive notice in writing of the layoff at least **ten (10) calendar days** in advance of the effective date of such layoffs.

No employee will be hired to perform the duties normally performed by an Employee who is on layoff.

Any Employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department.

Article 11 – Discipline

Section 1. Definition. The parties agree with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (A) Oral Warning or Written Warning
- (B) Suspension without pay
- (C) Discharge

Section 2. Just Cause. The Employer agrees that disciplinary action shall be imposed only for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to investigate the facts. In no case may the Employer make a temporary assignment for the purpose of disciplining or discriminating against an Employee.

Section 3. Limitation. Agreement with the tenets of corrective and progressive disciplinary action does not prohibit the Employer from using a severe measure including discharge, when the offense indicates that a substantial shortcoming or action of a Police Officer rendered the continuation of employment of the Employee in some way detrimental to the Employer or the public. Such actions shall include but are not limited to: possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an Employee's ability to perform any of the duties required.

Section 4. Pre-Disciplinary Meeting. For discipline other than oral and written reprimands, prior to notifying the Employee of the contemplated discipline to be imposed, the Chief of Police shall notify the Union of the meeting and then shall meet with the Employee involved and inform the Employee of the reason for such contemplated discipline, including the names of potential witnesses and copies of pertinent documents. The Employee shall be informed of his/her contractual right to Union representation and shall be entitled to such, if so requested by the Employee. The Union representative shall be made available with **twenty-four (24) hours** of notification. If the Employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meeting.

Section 5. Investigatory Interviews. Anytime an investigatory interview is conducted by the Employer and the results of the interview may lead to disciplinary action against the Employee, the Employee must be informed of his/her right to Union representation, no interview shall take place without the presence of a Union Representative or receipt of a waiver of same by the Employee. The role of the Union Representative is limited to assisting the Employee, clarifying the facts and suggesting other Employees who may have knowledge of the facts.

Section 6. Written Notice. The Employee shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior.

Section 7. Disciplinary Action Subject to Grievance Procedure. Disciplinary action by the Employer as provided for in this Article shall be subject to the provisions of Article 8, Grievance Procedure.

Section 8. Time Limits on Disciplinary Records. Any discipline invoked under this Article is subject to the following time limits:

Oral reprimand, written reprimand and suspensions shall remain in an Employee's employment record for no longer than **eighteen (18) months**.

Once an Employee has completed the probationary period and has not committed any infraction for which he had been reprimanded or disciplined, the Employees' record will be cleared of the disciplinary action and no reference or mention of the discipline will be allowed in any future disciplinary action which may be taken against the Employee.

Article 12 – Personnel Files

Section 1. Personnel File. An official personnel file for each employee shall be maintained by the Employer at a central location. Each employee shall provide the Employer with his current telephone number and address.

Section 2. Right of Inspection. Employees shall have the right to review the contents of their official personnel files as provided in the Illinois Personnel Records Review Act, 820 ILCS 40.

It is agreed that any material and/or matter not available for inspection, such as provided in this Section 2, shall not be used in any manner against an employee's interest.

Section 3. Prohibition. The Employer agrees that it shall not gather nor record those categories of information about an employee prohibited by the above referenced Act, unless the employee has submitted such information in writing or has given the Employer written authorization to gather and record such information.

Any information of an adverse employment nature found to be necessary to the decision of another proceeding against the employee and which was found to be unfounded in that other proceeding shall not be used against that employee in any future proceeding under this Agreement.

Article 13 – Indemnification

Section 1. Employer Responsibility. As provided for in 745 ILCS 10, and so long as the employee has acted within the scope of his employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article, the Employer shall be responsible for, hold employees harmless from and pay any damages or monies which may be adjusted, assessed or otherwise levied against any employee covered by this Agreement.

This Article shall not waive any responsibilities or limitations placed upon the employee by 65 ILCS 5/1-4-6 nor waive any of the liability limitations of the Employer set forth in that section.

Section 2. Legal Representation. Employees shall have legal representation by the Employer in any civil case brought against an employee resulting from or arising out of the performance of duties including separate representation by an attorney of the employee's choosing in the event that the legal representative of the City Council believes there may be a conflict of interest between the legal interest of the Council and the employee involved.

Section 3. Willful Misconduct. The protections accorded to employees under Sections 1 and 2 hereof shall not extend to any act of willful misconduct on the part of any employee.

Article 14 – Seniority

Section 1. Definition. As used herein the term “seniority” shall refer to and be defined as the continuous length of service or employment from date of last hire of employees covered by this Agreement.

Section 2. Promotion or Layoff. Any decision regarding promotion or layoff will be made based on the employee's demonstrated skill and ability. When in the City's opinion skill and ability are equal then the length of continuous service will govern. Such decision of the City will be reviewable under the provisions of Article 8.

Section 3. Seniority List. The Employer shall prepare a list setting forth the present seniority dates of all employees covered by this Agreement. Any dispute as to the seniority listing prepared by the Employer shall be raised not more than **twenty-one (21) calendar days** after the list is first posted and be resolved in the grievance procedure.

Section 4. Termination of Seniority. All seniority shall be lost by an employee who:

- (A) Quits, by written resignation; or
- (B) is discharged for just cause; or
- (C) accepts gainful employment while on approved leave of absence or other leave from the Police Department; or
- (D) is absent for **three (3)** consecutive scheduled work days without proper notification or authorization; or
- (E) fails to report to work at the termination of a leave of absence; or
- (F) does not return to work from layoff within **seven (7) calendar days** after being notified to return; or
- (G) is laid off for a period of **twelve (12) consecutive months**; or
- (H) retires.

Section 5. Probationary Period. The probationary period shall be **one (1) year** in length. This period shall be for all new hires, part-time and full-time employees who have been promoted to a higher rank.

New hires, part-time and employees who have been promoted to a higher rank will be evaluated every **ninety (90) days** during the length of the probationary period.

The probationary period may be extended on request of the Chief of Police and with approval of the Mayor and the City Council.

The Chief shall review evaluations with the employee(s). Evaluations shall be forwarded to the Police Committee for review, if necessary.

Every full-time employee shall be subject to a yearly written evaluation. These evaluations may be subject to review by the Mayor and the Police Committee.

All evaluations are subject to the provisions of Article 8, “Grievance Procedures” of the collective bargaining agreement.

Article 15 – Union Representative

Section 1. Attendance of Union Meetings. Subject to the needs of the Employer to maintain adequate and orderly scheduling and to meet emergencies, the Employer agrees:

(A) A maximum of **two (2)** of the elected officials of Laborers' Local 1197 shall be permitted reasonable time off without pay to attend general or special meetings of Local 1197 provided that at least **fourteen (14) calendar days'** notice of such meeting shall be given in writing to the Employer and provided further that the names of all such officials and employees shall be certified in writing to the Employer.

(B) A maximum of **two (2) employees** chosen as delegates to a LUINA State or National Conference will, upon written application, approved by the Chief or his designee at least **fourteen (14) calendar days** in advance of the anticipated departure date, be given an unpaid leave of absence for a period of time not to exceed **one (1) week** required to attend such convention or conference.

Section 2. Negotiating. When necessary, **one (1) employee** Union Representative shall be permitted reasonable time off, without pay, for the purpose of representing employees in negotiating successor agreements, so long as it does not interfere with the performance of his or any other Employees' job duties.

Article 16 – Bulletin Boards

The Employer shall provide the Union with designated space on available bulletin boards or provide a separate bulletin board on a reasonable basis upon which the Union may post its notices. No such posting may be defamatory or partisan political in character.

Article 17 – Leaves of Absence

Section 1. Sick Leave.

(A) Full-time Employees shall accumulate paid sick leave at the rate of **four (4) hours** per period, which may be accumulated to a maximum of **ninety (90) working days**. Probationary employees are allowed to accrue sick leave at the same rate as non-probationary employees. The Chief of Police's refusal to approve any use of sick leave may be grieved by the Employee through the grievance procedure. Sick leave may be utilized for personal illness, quarantine at home or for serious illness within the Employee's immediate family or household. The Employee may require a physician's certificate, at the expense of the Employer, after an absence of **three (3) consecutive working days** or as may be deemed necessary in other cases.

(B) Sick leave may be used in **one (1) hour** increments. The City reserves the right to request proof of actual attendance at medical appointments during working hours.

(C) An Employee whose employment terminated other than just cause will be paid for accumulated sick leave at his or her regular rate of pay. An Employee hired after **May 1, 2003**, who is terminated other than for just cause will be paid for **one-half (1/2)** of accumulated sick leave at his or her regular rate of pay.

Upon resignation or retirement an employee may apply his accrued sick leave toward his IMRF pension according to the rules and regulations of the plan. Unused sick leave days are not eligible for payment if used for IMRF retirement purposes. Sick leave will not accrue during any leave of absence.

Section 2. Personal Leave.

(A) Upon application in writing, leave from employment for personal reasons may be granted without pay to an Employee upon approval of the Chief of Police. Such unpaid personal leave may not be for a period in excess of **ninety (90) calendar days**. During such personal leave, an Employee may continue health and life insurance benefits, if available, provided he pays the full cost of such coverage. However, no other benefits shall accrue during a leave for personal reasons.

(B) All officers hired before **May 1, 2002** will be grandfathered at their current personal leave level up to a maximum of **ten (10) days**, or **one hundred (100) hours**. This grandfathered rate will only apply to those employees hired BEFORE **May 1, 2002**.

All officers hired after **May 1, 2002**, each officer shall receive **ten (10) hours** paid personal leave after **one (1) year** of employment, and **twenty (20) hours** paid personal leave after **three (3) years** of employment and **thirty (30) hours** after **five (5) years** of employment. The personal leave must be used during the calendar year of entitlement, cannot be carried over from year to year and cannot be turned in for money.

The current Secretary will receive personal leave in **eight (8) hour** increments or up to a maximum of **ten (10) days** or **eighty (80) hours**. Any future Secretary will receive **eight (8)** paid personal leave hours after **one (1) year** of employment, and **sixteen (16) hours** paid personal leave hours after **three (3) years** of employment. The personal leave must be used during the calendar year of entitlement, cannot be carried over from year to year and cannot be turned in for money.

Notification of the Employees' intent to use personal leave must be made at least **two (2) days** prior to the beginning of that shift, except in cases of emergency, and must be approved by the Chief of Police or his designee. Approval for the use of personal time will not be unreasonably denied. Personal leave can be used in **one (1) hour** increments and will be earned on the anniversary date of hire.

Section 3. Short-Term Military Leave. Any Employee covered by the terms of this Agreement who is a member of reserve unit of the Armed Forces of the United States or the State of Illinois and who is called up for **two (2) weeks** active duty training or is ordered by the appropriated authorities to attend training programs or perform assigned duty shall suffer no loss of seniority rights and shall be granted a leave of absence without pay or may use vacation or accumulated compensatory time for the period of such activity.

Section 4. Educational Leave. Employees covered by the terms of this Agreement may be granted upon written request an educational leave of absence without pay for a period of up to **one (1) year**, upon written authorization from the City Council. An Employee may submit such a request for educational leave each calendar year of this Agreement. During such educational leave, an Employee may continue health and life insurance benefits, if available,

provided he/she pays the full cost of such coverage. However, no other benefits shall accrue during a leave for educational reasons.

Section 5. Bereavement Leave. An Employee may use up to **three (3) days** with pay following the date of a death in the Employee's immediate family which shall be interpreted to include: the Employee's spouse, children (including step-children and foster children), grandchildren, parents (including step-mother and step-father), grandparents, brother-in-law, sister-in-law, siblings and the same relatives of the Employee's spouse. Employees may use **one (1) day** with pay for bereavement leave in the event of a death of an aunt or uncle.

Section 6. On the Job Injury Leave. An Employee who sustains an injury or disease arising out of and in the course of his/her employment shall be accorded such benefits and status as is currently provided for in 5 ILCS 345/1.

Article 18 – Hours and Overtime

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by a **thirty (30) minute** lunch period and shall be considered on duty time since the Employee is subject to call during such period.

Section 2. Work Period and Duty Shifts. A work period is defined as a regularly recurring period of **twenty-eight (28) consecutive days**. The normal work shifts are:

(A)	Patrolman:	7 a.m. 5 p.m.	3 p.m. 1 a.m.
		5 p.m. 3 a.m.	9 p.m. 7 a.m.
		8 a.m. 4 p.m.	

Shifts are subject to change if new officer hired

(B)	Secretary:	7 a.m. – 4 p.m. (with a one (1) hour unpaid lunch)
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This Section shall not be construed as a guarantee of work for any particular number of hours or a limitation of the scheduling of work.

The secretary is authorized a rest period or "coffee break" of **fifteen (15) minutes** each morning and afternoon.

Section 3. Work Schedules. The Chief of Police or his designee shall post on all department bulletin boards the work days and hours for each Employee for the upcoming **six (6) months**. The Chief, or his designee, shall be allowed to fix the hours of work of each Employee for those scheduled work days and to change such hours upon **ten (10) days'** notice, except that no such changes will be made due to Employee absences or any other emergency situation unless the absence or emergency was known of, or should have been known of at least **ten (10) days** in advance.

Section 4. Work Shift Changes. Any Employee covered by this Agreement shall have the opportunity to change his scheduled work shift by switching such shift with another Employee. Said change shall be made with the mutual consent of both Employees affected and shall not

interfere with the working schedule of the Department or impede the operational need of the Department. Furthermore, any such change shall be subject to the approval of the Chief of Police, or his designee, which shall not be unreasonably denied. No such shift change shall result in overtime compensation for any Employee.

Section 5. Assignment of Overtime. There shall be posted and kept current a rotating overtime assignment list by which any Employee interested may elect to sign up for overtime assignments. When it becomes necessary to call back an Employee to work overtime, the first name on the list (in descending order of seniority) shall be called. In the event that an Employee declines the overtime offered, or is otherwise unavailable, his name shall go to the bottom of the list and the next name on the list shall be called, repeating the procedure until the necessary manpower is achieved. In the event that an Employee accepts the overtime offered, his name shall also go to the bottom of the list. Should an Employee not be at home or only an answering machine reached, his name shall not be placed at the bottom of the list. Should the entire list be called and no Employee to voluntarily work such overtime assignment, then the Chief of Police, or his designee, may then order the least senior non-probationary Employee not scheduled to work to report for the designated overtime assignment.

Section 6. Overtime. Employees shall be compensated for all hours worked in excess of **forty (40)** in the workweek at the rate of **time and one-half (1 ½)** for those hours.

Employees may elect to receive compensatory time for overtime hours earned up to a maximum of **forty (40) hours** in a fiscal year. The said maximum **forty (40) hours** compensatory time may be carried over into subsequent fiscal years. At no time shall an employee be able to earn, use or accumulate more than **forty (40) hours** in any year.

Compensatory time may be used in **one (1) hour** increments.

Section 7. Court Time. Employees covered by this Agreement, who are required to make court appearances during normal off-duty hours, shall receive overtime for a minimum of **two (2) hours** or the actual time worked, whichever is greater.

Section 8. On-Call. Employees placed on call who are required to be compensated under the provisions of the Fair Labor Standards Act, shall be compensated at the rate of **two (2) hours** compensatory time at the regular rate for each **seven (7) day** period they are on call.

Section 9. Call Back. Any Employee required to report to a location directed by the Employer during hours immediately before or after the regularly scheduled work hours for such Employee, shall be paid at **one and one-half (1 ½) rate** for minimum of **two (2) hours** pay, or for the hours actually worked if greater than **two (2) hours**.

Section 10. Squads. All Employees will be picked up for duty and returned at the end of tour of duty as long as the officer lives within the City limits. Squad cars will be used for all training and schooling.

In the event an Employee utilizes his personal vehicle, he shall be compensated mileage at the IRS maximum allowable rate for mileage. The City's insurance covers Employee's vehicle for any damage.

Article 19 – Wage Rates and Allowances

Section 1. Wages. Wage rates for the classifications covered by the terms of this Agreement appear in **Exhibit “A”**.

Section 2. Clothing and Equipment Allowances. All police officers covered by this Agreement, shall receive a yearly equipment allowance in the sum of up to **Five Hundred Fifty Dollars (\$550.00)**. All officers will receive reimbursement of all covered expenses. This is to be effective at the beginning of the first fiscal year, following date of entry of the Employee.

Section 3. Itemized List. New officers shall be issued all clothing and equipment necessary to perform their duties. The cost of the clothing and equipment shall be paid by the Employer. Items to be purchased shall be limited to:

1. Two ties
2. Three pairs of pants
3. Three long sleeve shirts with patches
4. Three short sleeve shirts with patches
5. One pair of boots
6. One pair of dress shoes
7. One winter hat with rain cover
8. One summer hat with cords and strap
9. One coat
10. One pair of gloves
11. One bullet proof vest with cover
12. Twelve brass button covers
13. One tie bar
14. Two name tags
15. Two uniform badges
16. One pocket badge
17. Two sets of NPB collar brass
18. One whistle chain
19. One rain coat
20. One inner belt
21. One duty belt
22. One key holder
23. One handcuff holder
24. One set of handcuffs
25. One gun holster
26. One service weapon (issued) with 3 magazines
27. One pepper spray holder
28. One can of pepper spray
29. One ASP holder
30. One ASP (expandable baton)
31. One radio holder
32. One radio with microphone
33. One dual magazine holder
34. One flashlight holder

- 35. One flashlight
- 36. One rubber glove holder
- 37. Six belt keepers
- 38. One off duty holster
- 39. One off duty badge holder
- 40. One radio battery charger
- 41. Two radio batteries
- 42. One radio earpiece

Officers are responsible for uniform and equipment maintenance and cleaning.

Mandatory Changes. Any mandatory uniform or equipment changes will be purchased by the Employer and will not be deducted from an Employee's clothing allowance.

Section 4. If during the course of an Employee's duties the Employee is required to exert physical force or is attacked by another person or personal property of the Employee is lost or damaged then the City shall replace, in kind, said item upon written notification citing the date, time and circumstances of the incident leading to the property's damage or loss. Employees shall be required to keep the City furnished with a current list of their personal property worn/used during the performance of their duties.

Article 20 – Insurance and Pension

Section 1. Insurance. The Employer shall provide the same health insurance coverage for the Newton Police Department Employees it provides for all Employees of the City of Newton. The Employer shall provide the entire cost for Employee coverage.

Section 2. Pension. The Employer and Employees shall continue to participate in the IMRF according to State Statute.

LIUNA NATIONAL INDUSTRIAL PENSION

Section 1. The Employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

Section 1.1. Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26th, 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, 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;

Section 1.2. With regards 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 30th, 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 **Five Thousand Dollars (\$5,000.00)** or less and for the Fund's **Five Thousand Dollars (\$5,000.00)** death benefit.
- (C) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

Section 1.3. The Plan as a whole is deemed to be a part of the Preferred Schedule.

Section 1.4. The current contribution rate to the Pension Fund of **Seventy-One Cents (\$0.71)** for each and every hour or portion of an hour for which an employee covered by this Agreement is paid by the Employer (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, other paid leave, and overtime) shall be increased by **ten percent (10%)** to the rate of **Seventy-Nine Cents (\$0.79)** effective January 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 **ten percent (10%)** (rounded to the highest penny).

Section 2. Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the **twentieth (20th) day** of the immediately following calendar month.

Section 3. Unless otherwise agreed by the Pension Fund, contributions shall be paid by check made payable to the "Laborers' National (Industrial) Pension Fund" and delivered to the Pension Fund at 905 16th Street, N.W., Washington, DC 20006 by U.S. Mail or commercial carrier.

Section 4. Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension fund, the Employer may submit its contribution reports electronically.

Section 5. The Employer shall retain the payroll records on which its contribution reports are base. The Pension fund shall be entitled to have an independent certified public accountant

audit the Employer's records from time to time to reasonably verify the accuracy and completeness of the Employer's contributions.

Section 6. Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by this Agreement for their labor. In the event that the Employer fails to submit contributions and/or contribution reports as required by this Agreement, the Pension Fund shall be entitled to pursue all available legal or equitable recourse to enforce the Employer's obligations under this Agreement, without regard to any grievance or arbitration procedure under this Agreement.

Section 7. The Union and the Employer hereby adopt by reference the Pension Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

Article 21 – Holidays

Section 1. Observed Holidays. The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Section 2. Holiday Pay. Employees covered by this Agreement, when their regularly scheduled day off falls on the actual day of a holiday, shall be paid at regular day's pay. Probationary employees will be eligible for holiday pay after the first **thirty (30) calendar days** of employment.

When his/her regular work day falls on the actual day of a holiday, or any hours worked on that holiday, he/she shall be paid **one and one-half (1 ½) times** above their base pay. When an Employee is called in from his/her regular day off on the actual day of a holiday, he/she shall be paid at their overtime rate for all hours worked in addition to their holiday pay. An Employee may elect to receive compensatory time in lieu of payment for working on a holiday, the election shall be made at the time the hours are worked.

Article 22 – Vacations

All Employees shall be credited the following vacation time based upon calendar year.

After 1 year of service	5 days
After 3 years of service	10 days
After 7 years of service	15 days

After 15 years of service	20 days
After 20 years of service	25 days

Vacation days may be taken in **four (4) hour** increments and must be approved in writing by the Police Chief or his designee a minimum of **ten (10) days** prior to taking vacation.

Vacation days shall be used during the calendar year of entitlement, with no more than **five (5) days** carried over to the following year. All carried over vacation days must be used before the last pay period in April of the year they are carried forward, unless due to the request of the Chief an employee cannot take a scheduled vacation.

Article 23 – General Provisions

Section 1. Representatives. Authorized representatives of Laborers' International Union of North America shall be permitted to visit the department during working hours to talk with officers of the Local and/or representatives of the Employer concerning matters covered by this Agreement, so long as such visits do not interfere with the work of the Department.

Section 2. Access to Records. The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance, at reasonable times with the Employee's consent.

Section 3. Schooling. If a squad car is not available for schooling, Employee will be compensated for using their personal vehicle at the IRS maximum allowable rate for mileage. During schooling or training, the City shall pay for housing and meals as needed. Food allowance is as follows:

Breakfast:	\$5.00
Lunch:	\$7.00
Supper:	\$11.00

All Employees, regardless of their hire date, shall be paid for attending mandatory and/or approved schooling or training at their then current hourly rate of pay, mandatory and/or approved schooling or training on an employee's day off, and is over **forty (40) hours**, shall be paid at **one and one-half (1 ½) times** their regular rate of pay. All schooling and/or training is at the sole discretion of the Chief of Police.

Section 4. New Hire Testing. All new hires will be subject to all required testing, including but not limited to appropriate psychological testing.

Section 5. New Hire Agreement. As of May 1, 2008, all new hires will be subject to an agreement of length of service between the City of Newton and the employee in regards to repayment of training costs. The agreement will be in writing and signed by the employee and the Chief of Police. The agreement will outline the City of Newton's obligations and the obligation of service of the employee to the City of Newton. The new hire will have an obligation of service of **thirty-six (36) months** and will be subject to repayment of training

costs for any separation prior to **thirty-six (36) months** of service using the formula set forth in the agreement. In the event a new hire has met the minimum qualifications and credentials required by the City of Newton, per the Illinois Law Enforcement Training and Standards Board, said **thirty-six (36) months** obligation of service agreement will not apply.

Section 6. Secretary Position in Union. The Secretary for the Police Department will be included in this agreement and the bargaining unit.

Article 24 – Savings Provision – Partial Invalidity

Section 1. Savings Provisions. None of the foregoing shall be construed as requiring either party to do anything inconsistent with Federal or State Law, or Local Ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 2. Partial Invalidity. If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction 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 and the parties agree immediately to negotiate alternative language to substitute for the invalidated provision.

Section 25 – Substance Abuse Testing

Section 1. Purpose. The purpose of this Article is to provide all Police Department Employees with notice of the provisions of the department drug and alcohol-testing program.

Section 2. Discussion. It is the policy of the department that the critical mission of law enforcement justifies maintenance of a drug and alcohol free work environment through the use of a reasonable Employee substance abuse testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug and alcohol testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of substance abuse will seriously impair an employee's physical and mental health and, thus, job performance.

Where law enforcement employees participate in illegal drug and alcohol use and activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug and alcohol use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug and alcohol free law enforcement profession, this department shall implement a substance abuse testing program to detect prohibited drug and alcohol use by department employees.

Section 3. Definitions.

(A) **Police Department Employee.** The Employees included in the bargaining unit.

(B) **Supervisor.** The Chief of Police or his designee.

(C) **Substance Abuse Test.** The compulsory production and submission of urine or blood by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug and alcohol usage.

(D) **Reasonable Suspicion.** The quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs or alcohol while on or off duty.

(E) **Probationary Employee.** For the purpose of the Substance Abuse Testing Article, a probationary employee is an employee with less than **six (6) months** of work in the Police Department.

Section 4. Procedures/Rules.

(A) **Prohibited Activity.** The following rules shall apply to all Police Department employees while on and off duty:

- (1) No employee shall illegally possess any controlled substance.
- (2) No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
 - (a) Employees shall notify their supervisor when required to use prescription medicine that they have been informed has the potential to impair job performance. The employee shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.
 - (b) The supervisor shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file.
- (3) No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
- (4) Any employee who intentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
- (5) Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of any controlled substance, shall immediately report the facts and circumstances to his supervisor.
- (6) Termination of Police Department employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

(B) **Probationary Employee Drug and Alcohol Testing.**

- (1) All probationary employees shall be required to participate in any unannounced mass/mandatory drug and alcohol testing scheduled for the probationary period. The frequency and timing of such

tests shall be determined by the Chief of Police or the Police Department Committee of the Newton City Council.

- (2) In addition, where the probationary employee has a past history of alcohol abuse or drug use, he shall be required to submit to random testing until the probationary period is successfully completed. The frequency and timing of such testing shall be determined by the Chief or the Police Department Committee of the Newton City Council.

(C) **Employee Drug and Alcohol Testing.** Department employees will be required to take drug and alcohol tests in order to ascertain prohibited drug or alcohol use, as provided below:

- (1) The Chief of Police may order an employee to take drug and alcohol tests upon documented reasonable suspicion that the employee is or has been using a drug or alcohol. A summary of the facts supporting the order shall be made available to the employee prior to the actual tests.
- (2) Drug and alcohol tests will be administered as part of any physical examination required by this department.
- (3) All department employees shall be uniformly tested during any unannounced, mass/mandatory testing required by the department.
 - (a) The Chief of Police or the Police Department Committee shall determine the frequency and timing of such tests.

(D) **Drug and Alcohol Testing Procedures.**

- (1) The testing procedures and safeguards provided in this Article to ensure the integrity of department substance abuse testing shall be adhered to by any personnel administering drug tests.
- (2) Personnel authorized to administer substance abuse tests shall require positive identification from each employee to be tested before they enter the testing area.
- (3) A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs or alcohol that may result in a false positive test result.
- (4) The bathroom facility of the testing area shall be private and secure.
 - (a) Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substance.
 - (b) The employee to be tested shall disrobe before entering the bathroom facility and be provided a light robe.
 - (c) Testing personnel of the same sex as the employee shall observe production of the urine sample.
- (5) Where the employee appears unable or unwilling to give a specimen at the time of the tests, testing personnel shall document the circumstances on the test report form. The employee shall be permitted no more than **four (4) hours** to

give a sample, during which time he shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug or alcohol test.

- (6) Employees shall have the right to request that their urine or blood sample be split and stored in case of legal disputes. The samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug and alcohol testing. The other shall remain at the facility in frozen storage. This sample shall be made available to the employee or his attorney should the original sample result in a legal dispute or the chain of custody is broken.
- (7) Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
- (8) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.

(E) **Drug and Alcohol Testing Methodology.**

- (1) The testing or processing phase shall consist of a two-step procedure:
 - (a) Initial Screening Test.
 - (b) Confirmation Test.
- (2) The urine or blood sample is first tested using the initial drug and alcohol screening procedure. An initial positive test result will not be considered conclusive, rather, it will be classified as "Confirmation Pending.". Notification of test result to the Chief of Police or the Police Department Committee shall be held until the confirmation test results are obtained.
- (3) A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technically different and more sensitive than the initial screening test.
- (4) The drug and alcohol screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates, as well as alcohol. Personnel utilized for testing will be certified as qualified to collect urine or blood samples, whichever applies, or adequately trained in collection procedures.
- (5) Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Employee Agreements

<u>Initial Test</u>	<u>Level NG/ml</u>
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolite	300*
Phencyclidine	25
Amphetamines	1000
Barbiturates	200
Benzodiazefine	300
Methaqualone	750

*25 NG/ml is immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry Test on a urine specimen that tested positive using a technologically different initial screening method:

<u>Confirmatory Test</u>	<u>Level NG/ml</u>
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates	
Morphine	300+
Codine	300+
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine	500
Barbiturates	200
Benzodiazefine	300
Methaqualone	750

*Delta-9--tetrahydrocannabinol-9-carboxylic acid

**Benzoyl ecgonine

25 NG/ml is immunoassay-specific for free morphine.

- (6) The listing of specific categories of drugs in subparagraph five (5) above shall not be deemed to prevent testing for other drugs of abuse nor be deemed to prevent discipline up to and including termination for a confirmatory positive test for such other drugs of abuse.
- (7) Concentrations of alcohol at or above 0.03% of alcohol in the blood stream shall be considered a positive test result, for both the initial screening and the confirmation test.
- (8) Employees who test positive in a confirmatory test at or above any one of the levels set forth in subparagraph five (5) and seven (7) above shall be terminated. This provision shall not be interpreted so as to prevent disciplinary actions, up to and including termination, for any other violations of this Article or abuse of other substances.

- (9) The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
 - (10) Employees having negative drug and alcohol test results shall receive a memorandum stating that neither illegal drugs nor alcohol were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
 - (11) Any employee who breaches the confidentiality of testing information shall be subject to discipline.
- (F) **Chain of Evidenced – Storage.**
- (1) Each step in the collecting and processing of the urine and blood specimens shall be documented to establish procedural integrity and the chain of custody.
 - (2) Where a positive result is confirmed, urine and blood specimens shall be maintained in secured, refrigerated storage for an indefinite period.
- (G) **Substance Abuse Test Results.**
- (1) All records pertaining to department-required substance abuse tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
 - (2) Substance abuse test results and records shall be stored and retained in compliance with state laws, or for an indefinite period in a secured area where there is no applicable state law.

Article 26 – Beginning and Duration

This Agreement shall be in full force and effect from **May 1, 2012** through **April 30, 2016**, and shall automatically continue year to year thereafter. Either party desiring change or modification in the same shall notify the other party in writing at least **sixty (60) days** prior to **April 30, 2016**. Such other party must grant a meeting to the other party desiring the change within **thirty (30) days** after such notification.

Article 27 – Changes and Amendments

The parties agree that this Agreement is the complete Agreement between the parties: That there are no understandings, oral or written side agreements or interpretations and that no oral modification of this Agreement shall be permitted during its life, and that no written modification, amendment, change or agreement as to interpretation shall be made except by mutual, written agreement of the parties.

Employee Agreements

FOR THE CITY OF NEWTON

/s/ Mark Bolander

Mark Bolander, Mayor

Date: May 2, 2012

Date: _____

FOR THE UNION

/s/ Flint Taylor

Flint Taylor, Business Manager
Laborers' Local 1197

Date: May 7, 2012

Clint Taylor, Business Manager
Southern & Central Illinois
Laborers' District Council

Date: May 7, 2012

EXHIBIT "A"

SALARY SCHEDULE

Officers/Secretary

Each officer shall receive Thirty-Five Cents (\$0.35) per hour increase effective May 1, 2012. Each officer shall receive a Thirty-Five Cents (\$0.35) per hour increase in each remaining year of the Agreement.

The Secretary shall receive a Thirty-Five Cents (\$0.35) per hour increase effective May 1, 2012. The Secretary shall receive a Thirty-Five Cents (\$0.35) per hour increase in each remaining year of the Agreement.

The current Sergeant shall receive Seventy-Five Dollars (\$75.00) per month additional for duties and responsibilities of the Sergeant's position.

The current Corporal shall receive Twenty-Five Dollars (\$25.00) per month additional for duties and responsibilities of the Corporal's position.

**Secretary's Salary Schedule
(Sherry Hollinsworth)**

1 st Year Base Pay Including Pension	2 nd Year Base Pay Including Pension	3 rd Year Base Pay Including Pension	4 th Year Base Pay Including Pension
\$17.80	\$18.15	\$18.50	\$18.85

Part-time employee wages shall not be set by this Agreement. The Chief of Police and the Newton City Council will determine part-time employee wages.

Effective upon ratification, employees who have been employed for one (1) year or more as of May 1st, 2012, will be issued a bonus check in the amount of Forty Dollars (\$40.00) for each year of employment. The bonus benefit will be capped at a maximum of five (5) years of employment which is Two Hundred Dollars (\$200.00).

EXHIBIT "A"

**POLICE SALARY SCHEDULE
May 1, 2012 through April 30, 2016**

Months	1 st Year	Base Pay Including Pension 2012	2 nd Year	Base pay Including Pension 2013	3 rd Year	Base pay Including Pension 2014	4 th Year	Base Pay Including Pension 2015
0-6 mo	May-Dec 2012 \$18.38 Jan-Apr 2013 \$18.29	\$19.25	May-Dec 2013 \$18.64 Jan-Apr 2014 \$18.54	\$19.60	May-Dec 2014 \$18.89 Jan-Apr 2015 \$18.78	\$19.95	May-Dec 2015 \$19.13 Jan-Apr 2016 \$19.01	\$20.30
7-12 mo	May-Dec 2012 \$18.63 Jan-Apr 2013 \$18.54	\$19.50	May-Dec 2013 \$18.89 Jan-Apr 2014 \$18.79	\$19.85	May-Dec 2014 \$19.14 Jan-Apr 2015 \$19.03	\$20.20	May-Dec 2015 \$19.38 Jan-Apr 2016 \$19.26	\$20.55
13-18 mo		\$19.75	May-Dec 2013 \$19.14 Jan-Apr 2014 \$19.04	\$20.10	May-Dec 2014 \$19.39 Jan-Apr 2015 \$19.28	\$20.45	May-Dec 2015 \$19.63 Jan-Apr 2016 \$19.51	\$20.80
19-24 mo		\$20.00	May-Dec 2013 \$19.39 Jan-Apr 2014 \$19.29	\$20.35	May-Dec 2014 \$19.64 Jan-Apr 2015 \$19.53	\$20.70	May-Dec 2015 \$19.88 Jan-Apr 2016 \$19.76	\$21.05
25-30 mo		\$20.25		\$20.60	May-Dec 2014 \$19.89 Jan-Apr 2015 \$19.78	\$20.95	May-Dec 2015 \$20.13 Jan-Apr 2016 \$20.01	\$21.30
31-36 mo		\$20.50		\$20.85	May-Dec 2014 \$20.14 Jan-Apr 2015 \$20.03	\$21.20	May-Dec 2015 \$20.38 Jan-Apr 2016 \$20.26	\$21.55
37 mo		\$20.75		\$21.10		\$21.45	May-Dec 2015 \$20.63 Jan-Apr 2016 \$20.51	\$21.80

Twenty-Five Cents (\$0.25) progressive raise per hour every six (6) months of employment ending at the thirty-seventh (37th) month.

Thirty-Five Cents (\$0.35) per hour increase every year of the Agreement.

EXHIBIT "B"

**DUES AUTHORIZATION FORM
CITY OF NEWTON**

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first and second pay due in each calendar month, such sums for Union fees, assessments and dues as may be certified due from me to Laborers' Local 1197 by the Secretary-Treasurer of said Union. You are hereby authorized and directed to pay the amount deducted to the Secretary-Treasurer of Laborers' Local 1197 for my account on or before the thirtieth (30th) day of the calendar month, for which said deductions are made.

You are further authorized and requested to continue monthly deduction unless a thirty (30) day written notice is given to you, from me, advising the discontinuation of such deduction.

Dues, fees, contributions or gifts to Laborers' Local #1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

Print Name

Address

Social Security Number

City State Zip

Telephone number

email address

Signature

Date

EXHIBIT "B"**DUES AUTHORIZATION FORM
CITY OF NEWTON**

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first and second pay due in each calendar month, such sums for Union fees, assessments and dues as may be certified due from me to Laborers' Local 1197 by the Secretary-Treasurer of said Union. You are hereby authorized and directed to pay the amount deducted to the Secretary-Treasurer of Laborers' Local 1197 for my account on or before the thirtieth (30th) day of the calendar month, for which said deductions are made.

You are further authorized and requested to continue monthly deduction unless a thirty (30) day written notice is given to you, from me, advising the discontinuation of such deduction.

Dues, fees, contributions or gifts to Laborers' Local #1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

Print Name

Address

Social Security Number

City

State

Zip

Telephone number

email address

Signature

Date

Newton City Code**EXHIBIT "A"****COLLECTIVE BARGAINING AGREEMENT
BETWEEN****CITY OF NEWTON, ILLINOIS
AND****THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORER'S DISTRICT COUNCIL AND
LABORER'S LOCAL UNION 1197****Duration May 1, 2018 through April 30, 2022****Agreement**

The City of Newton, Illinois (hereafter referred to as the "Employer") and the Laborers' International Union of North America, the Southern & Central Illinois Laborers' District Council and Laborers' Local 1197, (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by this Agreement.

Preamble

It is the intention of this Agreement to establish and preserve harmonious relations between the City and its employees for the mutual benefit of both.

The City and the Union agree that the fullest cooperation between the Union and the City and its employees is necessary in order that the City may secure and sustain maximum productivity by each employee during the term of this Agreement. The Union is in accord with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

The Union, and the City and the employees all recognize that prompt and effective service to the customers in a courteous manner is essential to the continued success of the City and that true job security can only be found in the City's continued ability to satisfy its customers' demands.

Article 1 – Recognition

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all members in the bargaining unit.

Included: All non-professional employees who work more than **one thousand (1,000) hours** per year, including office clericals employed by the City in the following departments: Treasurer, City Clerk, Water Plan, Water Distribution, Sewer, Parks/Cemetery, Electric and Street.

Excluded: All other employees including specifically Treasurer Department Head, City Clerk Department Head, Water Plant Department Head, Water Distribution Department Head,

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Sewer Department Head, Parks/Cemetery Department Head, Electric Department Head, Street Department Head, all employees of the Police Department, swimming pool, City Collector and all confidential, managerial and professional employees and supervisors as defined by the Illinois Public Labor Relations Act.

Section 2. Nothing in this Agreement shall prevent the temporary transfer of bargaining unit employees to non-bargaining unit work or to work in any lower-rated classification to promote efficiency, facilitate training or fill up their time. There will be no reduction in pay during such transfer.

Section 3. Nothing in this Agreement shall limit the right of the City to employee part-time, seasonal or temporary employees including employees from temporary labor services.

Article 2 – Non-Discrimination

Section 1. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, creed, national origin, sex, age, religion, mental or physical disabilities, marital status, or Union activities or non-Union activities.

Section 2. It is understood that wherever in this Agreement employees or jobs are referred to in the masculine gender, it shall be recognized as referring to both male and female.

Article 3 – No Strike or Lockouts

Section 1. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operation of any kind of the Employer at any locations, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Union and its employees and representatives will cooperate with the Employer in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

Section 2. The Employer agrees that during the term of this Agreement it will not cause or call any lockout of its employees.

Article 4 – Management Rights

Section 1. Except as expressly limited by a specific provision of this Agreement the City retains and shall continue to have the sole and exclusive right to manage its business and direct the working forces, including, but not limited to, the right to plan, direct and control operations, the right to hire or to suspend, discipline, demote, or discharge for just cause, the right to maintain order and efficiency, transfer or promote, or to relieve employees from active duty because of lack of work or other legitimate reasons, the right to study, determine and regulate

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the methods, quantity and quality of work, and the sources and kinds of merchandise, materials, parts facilities and equipment used, handled or sold, the right to schedule and reschedule work hours, work shifts, shift hours and overtime requirements and the assignments thereto, the right to select customers, the right to extend, limit or curtail operations or any part thereof when and in such manner as it deems advisable to do so, the right to establish, modify, publish and enforce reasonable rules and regulations for discipline, dress, safety and any other business-related concerns, the right to close, sell, liquidate or move, relocate or transfer the business in its entirety or any part thereof, the right to expand, reduce, alter, combine, move, transfer, relocate or terminate any job, job content, department, operation or service, and to subcontract any work, maintenance or otherwise, and the right to determine the number, location and operation of its warehouses and facilities as well as the right to make decisions to do any of the foregoing. Provided, further, that any of the rights the City had prior to the execution of the Agreement are retained exclusively by the City, except as may be limited by the terms and provisions of this Agreement.

Section 2. This Article, and any other provision in this Agreement relating to the management rights, are solely intended to supplement the rights of the City set forth in the Illinois Compiled Statutes (ICS). This does not constitute bargaining about any of the rights protected by the ICS and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that Section.

Section 3. Due to the nature of the City's business, supervisors employed by the City may perform work that is normally performed by employees covered by this Agreement. No employee will be laid off or sent home so that a supervisor can perform their work.

Section 4. This Agreement contains the parties' full and complete understanding, and any prior practices, benefits and oral agreements are superseded by the terms of this Agreement. No oral understandings, past practices or benefits will be recognized or regarded as binding unless committed to writing and signed by the parties as a supplement to this Agreement. The City may, in its discretion, discontinue or modify the provision of any benefits or privileges not specifically required under this Agreement without further bargaining, discussions or consultations with the Union, at any time during the term of this Agreement without such further bargaining, discussions or consultation.

Section 5. All employees will be subject to the provisions of the then-current City's Employee code except in those instances where a specific provision of the Employee Code is in conflict with the specific term(s) of this Agreement.

Article 5 – Seniority

Section 1. The term seniority as used in this Agreement shall mean:

- (A) Length of continuous service.
- (B) Skill and ability to perform the job.

When the City determines that two employees have relatively equal skill and ability to perform the job, length of continuous service will govern. Such decisions of the City will be reviewable under the provisions of Article 7.

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Section 2. Probationary Employment. During their first **six (6) months** of continuous service with the City, employees shall be considered to be probationary employees and such employees may be discharged or disciplined at the discretion of the City for any reason without recourse by the Union or the Employee. After completion of such probationary period, the seniority date of such employees shall be deemed to commence from the date upon which they entered the service of the City. Probationary employees will be eligible for health insurance pursuant to the provisions of the plan and to all other benefits. Employment through a temporary employment service shall not be considered to be employment by or service with the City for any purpose under this Agreement.

Section 3. Seniority List. A list of employees in the bargaining unit with their date of hire shall be posted on the bulletin board with a copy sent to the Union. The City will furnish to the Union and shop steward annually, on the anniversary date of this Agreement, a revised seniority list.

Section 4. Layoff and Recall. If the City determines that it is necessary to layoff employees, regular, full-time employees will be given preference in accordance with their seniority subject to their relatively equal skill and ability to perform the work without additional training. Only when skill and ability are relatively equal in the opinion of the City and the senior employee is immediately capable of efficiently performing the work expected to be available shall seniority govern. Part-time, seasonal employees from temporary employment services and probationary employees shall be laid off before applying the seniority policy herein provided; provided, however, that if employees on layoff have been called and are not available or have not yet reported for work, probationary employees will be the first of these types of employees to be used.

When an employee who would otherwise be laid off has greater seniority as well as relatively equal skill and ability as an employee in any classification and that senior employee is immediately capable of efficiently performing the work expected to be available in such classification, then such employee shall be offered the opportunity to replace the lower seniority employee in such classification and perform his work at the rate for such job classification. There shall be no upgrading in a layoff or recall. Employees shall be recalled in accordance with their seniority subject to their relatively equal skill and ability to perform the work without additional training.

Section 5. Termination of Seniority. Seniority shall be lost and the employment relationship and continuous service of an employee shall be considered terminated and subsequent reemployment shall be deemed new employment in the following events:

- (A) voluntary quit or retirement;
- (B) discharge for cause;
- (C) absence in excess of a leave of absence;
- (D) in the event of an anticipated absence from work failure to notify the City of the cause in advance, or, if unanticipated, as promptly as practicable (and, unless good cause for delay is shown to the satisfaction of the City, in no event later than **two (2) days** from the commencement of such absence);
- (E) failure to return to work from a definite layoff, or in the case of an indefinite layoff, failure to return to work within **five (5) work days** following the receipt of a telegram or of notice to return to work sent by registered or certified mail to the employee's last known address or following the date of telephone notice to him provided such telephone notice

is promptly confirmed by mail. It shall be the sole responsibility of an employee to keep the City advised as to his current address and telephone number provided that if he should fail to do so, then the **five (5) work days** shall be deemed to have commenced from the sending of the telegram or registered or certified mail or from the date of attempted telephone notice to him (with advice to the steward);

(F) working for another employer during a leave of absence without specific written permission from the City in advance;

(G) not performing any work for the City for any reason for a period of **nine (9) months**.

Article 6 – Hours of Work

Section 1. The normal work week for regular full-time employees shall consist of **forty (40) hours**; provided that this shall not be construed as a guarantee of any work or earnings per day or per week. Employees will receive at least **one (1) weeks'** notice of a permanent shift change. The City will not make such changes for the purpose of avoiding overtime. Employees may be scheduled for staggered starting times. Employees will be given as much notice of changes in their regular starting time as is reasonably practicable under the circumstances, except in unusual circumstances not less than **one (1) week**.

Normal hours of work are defined as:

Street, Park, Water, Electrical and Waste Water Departments: 7:00 A.M. – 4:00 P.M. (with 1 hour unpaid lunch)

Secretarial Department: 8:00 A.M. – 5:00 P.M. (with 1 hour unpaid lunch)

(For overtime see Article 6 – Section 2 and Section 9)

Upon request from the Department Head and approval from the Committee Chairman, during the months of May, June, July, August and September the start time may be moved back **one (1) hour** or more due to the extreme heat during this time of year, the end of the shift will be adjusted to equal an **eight (8) hour** day, with breaks and lunch periods as outlined above. Normal hours of work changes shall be scheduled in no less than **one (1) week** intervals.

Section 2. All hours worked in excess of **forty (40) hours** per week shall be considered overtime and shall be paid for at the rate of **time and one-half (1 ½)** the employee's regular, basic, straight-time rate. All paid time off shall count as time worked for the purpose of overtime computation.

Section 3. Lunch Periods. There shall be an unpaid lunch period of **sixty (60) minutes** each day, where lunch is included within the **eight (8) hour** day.

Section 4. Rest Breaks. There shall be a paid rest break of **fifteen (15) minutes** in the first **four (4) hours** and in the second **four (4) hours** whenever employees are scheduled to be employed for **eight (8)** or more hours during the morning or the afternoon. Breaks must be taken on the jobsite or at the shop. The **fifteen (15) minute** break time included any and all travel time.

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Section 5. Overtime. Overtime may be required when, in the City's judgment it is necessary. Daily overtime assignments required to finish work assigned for that day may be performed by the employee(s) assigned such work during the regular shift time. Overtime assignments on jobs commencing after regular work hours, Saturdays, Sundays or Holidays shall be rotated as equally as feasible over a reasonable period of time among the employees who are immediately qualified to perform such work within the job classification.

Employees may elect to receive compensatory time for overtime hours earned up to a maximum of **forty (40) hours** in a calendar year. The said maximum **forty (40) hours** compensatory time may be carried over into subsequent calendar years. At no time shall an employee be able to accumulate more than **forty (40) hours** in any year.

Section 6. Moonlighting. No employee in the bargaining unit shall work on any other job for any other employer, including himself, if such work interferes with his performance of the City's work. Violation of this provision may subject such employee to discipline, up to and including discharge, due to interference with his performance of the City's work.

Section 7. If the City elects to utilize a time clock, employees will be required to use it and will be subject to discharge for dishonesty connected to time card and/or time clock violations.

Section 8. Tardiness. Employees are expected to be present and ready to start work at the appointed starting time. Excessive tardiness may be cause for disciplinary action. **(For Hours of Work See Article 6 – Section 1 and Section (A))**

There shall be a **five (5) minute** grace period in which the employee shall not be docked in pay. (Example: starting time is 7:00 A.M., doesn't arrive until 7:05 resulting in no dock of pay.)

If an employee arrives **six (6) minutes** late they are considered late and shall be docked for **fifteen (15) minutes** of pay. (Example: start time is 7:00 A.M., doesn't arrive until between 7:06 A.M. and 7:15 A.M., the employee shall be docked **fifteen (15) minutes** of pay. If the employee doesn't arrive until between 7:16 A.M. and 7:30 A.M. they shall be docked **thirty (30) minutes** of pay, etc.

Article 7 – Grievance Procedure

Section 1. A grievance is defined as any dispute which reasonably concerns the application, interpretation or violation of any express or specific provision of this Agreement.

The Union agrees to present and appeal any grievance within the time limits set out in the respective steps of the grievance procedure, unless a mutual extension of time limits is agreed to.

The Employer agrees that it will meet an employee and union representative and subsequently respond within the time limit set out in the respected steps of the grievance procedure.

Grievances which affect all or a large group of employees, or which have general application, may be presented directly for handling at Step 2.

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Any grievance arising over the application or interpretation of the provisions of this Agreement shall be settled as soon as possible in the following manner:

Step 1. An employee having a grievance shall present it to his/her Department Head within **three (3) days** of knowledge of the occurrence of the incident.

Step 2. If satisfactory settlement is not reached in **twenty-four (24) hours**, the grievant may reduce the grievance to writing and present it to the Chairman of the applicable committee within **four (4) working days** of the occurrence of the incident.

Step 3. The grievance may be processed further by notifying the City Council, within **seven (7) working days** of the decision of the Chairman of the applicable committee, of the Union's desire to discuss the matter further with the City Council. The Business Representative of the Union and the City Council then shall meet and attempt to resolve the dispute.

Step 4. Either party shall have the right to submit the grievance to arbitration. Notification in writing of a desire to submit a grievance to arbitration must be given within **fifteen (15) working days** after completing Step 3.

Section 2. Nothing contained herein shall be construed to circumvent the right of an employee to take a grievance up with the Employer and have the same settled without the intervention of the Union; provided settlement is not inconsistent with any of the provisions of this Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of the settlement.

Article 8 – Arbitration Procedure

Section 1. If the grievance or matter in dispute is not settled under the grievance procedure as set forth above, the aggrieved party may refer the matter to arbitration by serving notice on the other party of the desire to arbitrate the dispute within **thirty (30) days** from the date the matter was handled in the final step of the grievance procedure.

Section 2. If the Employer and the Union agree on a single arbitrator, the grievance shall be presented to the arbitrator for final determination. Should the Employer and the Union fail to agree on a single arbitrator, they shall immediately request that the Federal Mediation and Conciliation Service submit a panel of **seven (7) arbitrators**. Either party may reject **one (1) panel** in which case a new panel shall be requested. Each party shall alternatively strike **one (1) name** from the list, and **one (1)** remaining name shall be the arbitrator. The expense of the arbitrator shall be shared equally by the parties. Either party may order the proceeding to be recorded or transcribed, but whichever party does so, shall bear the cost of such record or transcription unless the other party desires a copy, in which case the cost of the record is ordered and borne equally by the parties. Where the record is ordered and paid for by only **one (1) party**, a copy thereof will not be made available to the other party. Any such record shall become the official record of the proceedings.

Section 3. The Arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement or to substitute her or his discretion for that of the City in

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matters of discipline and its penalties (including discharge), or otherwise, or except in the case of bad faith, arbitrary, discriminatory or capricious conduct, to substitute her or his judgment for that of the City on any question of employee competency, skill or ability, or to require a burden of proof on any issue greater than a preponderance of the evidence. The Arbitrator shall have no power to establish new jobs, to change existing wage rates, to set work methods or standards, to waive the time limits of this grievance and arbitration procedure. The Arbitrator shall be limited in jurisdiction to the application and interpretation of the specific provisions of this Agreement. Each party shall bear **one-half (1/2)** the fee of the Arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

Section 4. If either party, after due notice thereof, should fail to appear or present its case of defense in an arbitration hearing, the arbitrator is authorized to hear and decide the case on the basis of the evidence presented.

Article 9 - Miscellaneous

Section 1. Health and Safety. The City will provide a safe and healthy workplace. The City will comply with all State and Federal rules, regulations, and laws. The employees shall be required to comply with all rules, regulations or policies required by law or the City to ensure safety and healthful conditions at the workplace. The City may also prohibit all smoking in any of its facilities, vehicles, or job sites.

Section 2. Voting Time. The City shall observe the provisions of Illinois law with respect to voting time. The City may require proof of voting. Any person who absents himself for the purpose of voting and who does not actually attempt to vote in the election shall be subject to discharge.

Section 3. Bulletin Board. The City agrees to furnish bulletin board space and the Union Representative or shop steward shall have the right to post notices of social gatherings or Union notices which do not impugn management or pertain to the strike or boycott of other employers on the warehouse bulletin board furnished by the City.

Section 4. Union Access. After first checking in with the City Management, and obtaining the City's permission, an authorized representative of the Union shall have access to the City's facility when necessary and with as little interruption of the work as possible during regular working hours for the purpose of conferring with the shop steward, City officials and officers of the Union, if any, employed by the City.

Section 5. Blood Donations. An employee will be allowed to use sick time off with pay to donate blood at any Blood Drive within the City limits of Newton.

Section 6. Stewards. The Business Manager shall appoint stewards from among bargaining unit employees, who shall assist an employee in presenting a grievance to the employee's department head. The stewards shall be the recognized representative of the Union and shall be subject to the same terms and conditions of employment as any other employee. Stewards

will not investigate or process grievances during working time except to meet with supervisors at mutually agreed times.

After first obtaining written approval from appropriate supervision, up to **two (2) stewards**, appointed by the local union to represent the local union at local, district, state or international union conferences may be approved to take up to **three (3) days** per year of unpaid leave to attend such conferences or meetings. The employee may put to use any accrued leave for such days also.

Section 7. Credit Union. The City agrees to deduct amounts from employees' paychecks who voluntarily choose to participate in the LIFE Credit Union. All amounts deducted shall be remitted within **fifteen (15) days** to the credit union. Employees who participate agree to do so for at least **one (1) year** in the same dollar amount.

Section 8. Laborers' Political League. The City agrees to deduct from employees' paychecks that voluntarily choose to contribute to the Laborers' Political League. All amounts deducted shall be remitted within **fifteen (15) days** to the Laborers' Political League. Employees who participate agree to do so for at least **one (1) year** in the same dollar amount.

Section 9. Evaluations. The City will evaluate the job performance of all employees covered hereunder on an annual basis.

Section 10. When a position within the City becomes available current employees shall be eligible to apply for that position prior to the City advertising outside of the current employees and departments. A notice of the opening and job requirements shall be posted for **ten (10) working days**. Any eligible employee shall have to submit an intent to apply to City Hall within that **ten (10) day** period.

Article 10 – Discipline and Discharge

The Union recognizes the City's right to discharge, suspend, demote or otherwise discipline an employee for just cause. Except in case of aggravated misconduct, no employee shall be discharged without at least first being given **one (1)** prior written warning and the City will follow the tenets of progressive discipline when appropriate. The employee shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior. Warning notices which do not expire by their terms shall be given weight as is reasonable under all the circumstances. Disciplinary action by the Employer as provided for in this Article shall be subject to the provisions of Article 7 – Grievance Procedure.

Prior to actual imposition of any discipline, above oral reprimand, the employee should be afforded an opportunity to discuss his views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee should be informed clearly and concisely of the basis for such action. Furthermore, the City will advise the employee that he has the right to Union representation during any such discussion. Once the employee has requested Union representation, the City will not proceed with the discussion until the Union representative is present and has had the opportunity to meet with the employee.

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Article 11 – Drug and Alcohol Testing

The City may require drug and alcohol testing of all applicants and of employees upon a random basis, reasonable suspicion or after accidents when employee negligence, lack of good judgment, or lack of coordination or proper reactions are reasonably suspected. Such testing will be conducted by a reputable, certified testing laboratory and, except as otherwise mutually agreed by the City and the Union, shall apply the standards for a positive test recommended by the National Institute of Drug Abuse. Any employee who refuses to consent to or to take such test, or who attempts to circumvent or frustrate the test results, shall be subject to immediate discharge. An employee who test positive and refuses to seek treatment will be subject to immediate discharge without recourse to the grievance procedure. Employees who seek and complete a treatment program approved by the City will be reinstated without back pay and place on a last chance agreement which terms shall include **five (5) years** of unscheduled testing. The employee will be responsible for all costs associated with the treatment program that are not covered by the City's then current insurance program.

Article 12 – Leaves of Absence

Section 1. Any employee may be granted a medical leave of absence from his employment for reasons satisfactory to the City pursuant to the provisions of the City's Employee Code.

Section 2. Regular employees who leave the service of the City to enter the United States Armed Forces, the U.S. Maritime Commission, the National Guard, or for other selective or compulsory civilian service shall, upon their return, be granted such rights as are provided under applicable federal and state law.

Article 13 – Paid Jury Leave

When regular, full-time employees are required to perform jury service, they shall immediately notify their supervisor upon receipt of notice of call to such service. Employees whose jury duty does not require them to be absent an entire day shall immediately report their availability for work that day to their supervisor. Employees will receive their normal pay for the day, but the employee must submit their pay for jury service to the City whenever they receive it. The employee may retain any payment for mileage. Whenever considered necessary by the City because of operational needs, and employee shall cooperate with the City in requesting a postponement of jury service.

Article 14 – Funeral Leave

Section 1. An Employee may use up to **five (5) days** with pay following the date of death in the Employee's immediate family which shall be interpreted to include: the Employee's spouse, children (including step-children and foster children), parents (including step-mother and step-father). An employee may use up **three (3) days** with pay following the death of an employee's grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, siblings and the same relatives of the employee's spouse. Employees may use **one (1) day** with pay for bereavement leave in the event of a death of an

aunt or uncle or great grandparent. If not on the Funeral Leave list no time off with pay shall be granted. However, time off without pay may be granted to attend other deaths of family members upon approval from the Department Head and/or Committee Chairman.

If an employee requires additional time off due to the death of a family member they may request such time as unpaid days with approval from the Department Head and/or Committee Chairman. The Department Head and Committee Chairman may at their discretion grant the use of any paid time off the employee may be eligible for.

Section 2. The employee shall notify the City giving as much notice as possible of the hours of necessary absence. Proof of death, relationship, and attendance at the funeral may be required by the City.

Section 3. Funeral leave pay shall not be due when the employee is on layoff or nonpaid leave. Employees who are on vacation or holiday status on a day where they are also eligible for funeral leave will receive additional vacation/holiday(s) for the day(s) in issue.

Article 15 - Holidays

Section 1. Each regular, full-time employee, irrespective of what day of the week on which the holiday may fall, shall receive **eight (8) hours** of pay at his or her regular basic straight-time hourly rate of pay for each such holiday, provided, however, that such employee shall have worked all hours required on the last scheduled work day before and on the first scheduled work day after the holiday or holidays (in the case of two holidays on successive days) or the day or days celebrated by the City as such. The holidays shall be:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Half Day on New Year's Eve	

Section 2. Eligible employees who have been scheduled to work on a holiday and fail to do so shall not receive pay for the holiday. An employee absent or not receiving pay for that day for any reason, including but not limited to, leave of absence, shall not be eligible for holiday pay. Employees who may be laid off for lack of work in a work week containing a holiday or the week before or after such holiday shall not thereby be rendered ineligible for holiday pay.

Section 3. Employees who work on a holiday shall be paid for such work at time and one-half their regular basic hourly straight-time rate of pay for all hours of work performed on the holiday together with, if eligible, the holiday pay provided for above.

Section 4. If a holiday designated above falls on a Saturday or a Sunday, the City may designate when such holiday will be observed.

Section 5. If a holiday falls within an employee's scheduled vacation period, the employee shall receive holiday pay.

Newton City Code**Article 16 – Vacations**

Section 1. Full-time employees will be granted paid vacations as follows:

After one (1) year of service	40 hours
After three (3) years of service	80 hours
After seven (7) years of service	120 hours
After fifteen (15) years of service	160 hours
After twenty (20) years of service	200 hours

Section 2. Employees hired prior to November 1, 2004 will be granted paid vacations as follows for service beyond **fifteen (15) years**:

After fifteen (15) years	168 hours
After twenty (20) years	refer to chart in Section 1

Section 3. Unless mutually agreed to by the supervisor and the employee, employees must give the City at least **ten (10) day's** written notice of their intention to take vacation and such requests must be approved in writing. The City will notify the employee at least **seven (7) days** prior to the requested vacations as to the status of their request.

Section 4. All vacation must be used in the year earned, with no more than carried over to the following year. All carried over vacation days must be used before the last pay period in April of the year they are carried forward, unless due to the request of the Employer an employee cannot take a scheduled vacation.

Section 5. All vacation must be used in a minimum of **one-fourth (1/4) hour** increments.

Article 17 – Personal Days

Section 1. Upon application in writing, leave from employment for personal reasons may be granted without pay to an employee upon written approval. Such unpaid personal leave may not be for a period in excess of **seven (7) calendar days**. During such personal leave, an employee may continue health and life insurance benefits, if available, provided he pays the full cost of such coverage. However, no other benefits shall accrue during a leave for personal reasons.

Section 2. Each employee shall receive **one (1)** paid personal day per year after **one (1) year** of employment; **two (2)** paid personal days per year after **three (3) years** of employment; and **three (3)** paid personal days per year after **five (5) years** of employment. Notification of the employees' intent to use a personal day must be made at least **two (2) days** prior to the beginning of that shift, except in case of an emergency, and must be approved. Approval for use of a personal leave day will not be unreasonably denied.

Section 3. Employees can take personal leave in increments of **one-fourth (1/4) hours** or more.

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Section 4. Personal days shall be used during the calendar year of the entitlement and cannot be turned in for money.

Article 18 – Wage Rates and Allowances

Section 1. Wages. Wages progressions for classification covered by this Agreement appear in Appendix "A" of this Agreement.

Section 2. Uniforms. The City will continue to furnish uniforms to the employees who are required to wear them. Employees will be responsible for maintaining the uniform. New employees shall receive uniforms after their first **ninety (90) working days** from date of hire.

Boot Allowance

Employees who have been employed by the City for **one (1) year** shall receive a **Twenty-Five Dollar (\$25.00)** boot allowance annually toward the purchase of new work boots. The employee must present a receipt in order to receive said allowance. Clerical employees are not eligible for the boot allowance.

Section 3. Required CDL License. For employees that the City requires to have a CDL license, the City will pay all costs associated with obtaining and renewing such license.

Article 19 – Insurance

The City will pay the cost of health insurance for the employees. If the employees so choose, the employee will pay the cost for any spouse or dependent coverage. In the event that health benefit regulations substantially increase, alter, or impair the financial obligations of the City, only Article 19 – Insurance may be re-opened for discussion between the Union and the City.

Article 20 – Pension

Section 1. The Employer and the employee shall continue to participate in IMRF according to State Statute.

Article 21 – Sick Leave

Employees covered by this Agreement, including probationary employees, shall accumulate sick leave at the rate of **four (4) hours** per pay period which may accumulate to a maximum of **one hundred twenty-five (125) days**.

Sick leave may be used for personal illness of employee, or the employee's spouse, parents or children.

The Employer may require a physician's certificate after an absence of **three (3)** consecutive working days or as may be deemed necessary in other cases.

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Sick leave may be used in **one-fourth (1/4) hour** increments. The City reserves the right to request proof of actual attendance at medical appointments during working hours.

Upon resignation or retirement an employee may apply his accrued sick leave toward his IMRF pension according to the rules and regulations of the plan. Unused sick leave days are not eligible for payment if used for IMRF retirement purposes. Sick leave will not accrue during any leave of absence.

Article 22 – Training

If the Employer requires an employee to attend job related training, all costs associated with the training shall be the responsibility of the Employer.

Meal allowance for employees engaged in training and/or schooling programs shall be for a total of **Thirty Dollars (\$30.00)** per day. An employee requesting meal allowance must submit receipts to receive reimbursement.

If an employee(s) use their personal vehicle they will be reimbursed at the IRS maximum allowable rate for mileage.

Article 23 – Equipment, Accidents, Reports

Section 1. Any employee involved in an accident or incident, if able, shall immediately report said accident/incident and any physical injury sustained in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident or incident. Reports are to be made out on City time at the applicable hourly rate and employees are subject to discipline up to and including discharge for failure to complete reports or for providing false information.

Section 2. Employees shall immediately report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. A copy will be furnished to the Employer upon request.

Section 3. The Employer shall not require any employee to operate equipment that has been reported as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

Article 24 – On-The-Job Injury, Serve as Witness

Section 1. Any job related injury must be reported by the employee within a maximum of **twenty-four (24) hours** to the insurance administrator at City Hall. Whenever the City determines an employee is unable to complete a day's work because of injury in the line of duty, they are to receive no less than their normal straight-time earning for that day. In Workman's Compensation the first **three (3) days** waiting period required before Workman's Compensation payment commences shall be charged against the employee's sick leave. Further, the City shall not reimburse the employee for the difference between the **two-thirds**

(2/3) salary paid by Workman's Compensation and the employee's regular salary unless the employee desires to use accumulated benefit hours for that purpose. If Workman's Compensation period extends to **fourteen (14) days** the method of reimbursement for said first **three (3) days** shall be negotiated with the City Treasurer. The City will continue to pay their portion of the employee's health care premium during any periods of time that an employee receives Workman's Compensation for injuries received while employed by the City.

Section 2. All time spent receiving medical attention on the date of injury, related to the injury, shall be paid as time worked at the appropriate hourly rate of pay.

Section 3. Any employee required to serve as a witness at the request of the Employer, shall be compensated for all time involved, at the appropriate hourly rate of pay.

Section 4. Light Duty. The employee may be able to return to work after being medically cleared to do so in writing with restrictions listed, pending the confirmation by the Department Head and/or the Committee Chairman of available light duty work.

Article 25 – Personnel Files

Section 1. Personnel File. An official personnel file for each employee shall be maintained by the Employer at a central location. Each employee shall provide the Employer with his current telephone number and address.

Section 2. Right of Inspection. Employee shall have the right to review the contents of their personnel files as provided in the Illinois Personnel Records Act, 820 ILCS 40/1, et seq.

It is agreed that any material and/or matter not available for inspection, such as provided in this Section 2, shall not be used in any manner or any forum adverse to the employee's interest.

Article 26 – Savings Clause

None of the foregoing shall be construed as requiring either party to do anything inconsistent with Federal or State Law, or Local Ordinance or the final order of judgment of any court having jurisdiction over the parties.

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction 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 and the parties agree immediately to negotiate alternative language to substitute for the invalidated provision.

Section 27 – Waiver of Further Bargaining

Section 1. Since this Agreement expresses the understandings of the parties in respect to all matters deemed by them to be applicable to the bargaining unit for the term of this Agreement,

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the City and the Union 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 by this Agreement or with respect to any subjects or matters not specifically referred to or covered by this Agreement and even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. The City does not by this Agreement waive any rights, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement which sets forth all understandings and agreements arrived at by the parties.

Article 28 – Dues Check Off

Section 1. All dues, initiation fees, and assessments levied by the Union on the employees covered by this Agreement shall be checked off from the wages of such employees once each month, and remitted by the City to the Secretary/Treasurer of the Union. The check off, however, is to apply only to such employees covered by this Agreement who authorize the City in writing to so check off. If an employee(s) should at any time contend that the City acted wrongfully or illegally in making a check off for dues, initiation fees, or assessments, the Union will defend and protect the City against expenses, repayments, or losses on account of such contention.

The dues check off authorization to be signed is included as **Appendix "B"**.

Article 29 – Union Security

Section 1. Fair Share Defined. Employees covered by this Agreement who are not members of the Union and paying dues by voluntary payroll deduction pursuant to the provisions contained herein, shall be required to pay a proportionate "fair share" of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, which have been incurred by the Union in representing such employee without regard to such non-membership. Such "fair share" amount shall be certified by the Union to the Employer prior to it being deducted from the earnings of such non-member employee and shall be remitted to the Union on a semi-monthly basis. The "fair share" amount, as certified by the Union, shall not exceed regular membership dues uniformly required of Union members within the bargaining unit.

Pursuant to the provisions contained herein, "Fair Share" constitutes the proportionate share of the costs of negotiating and enforcing the terms of this Agreement and the pursuance of matters affecting terms and conditions of employment, which the Union experiences due to its non-discrimination between members and non-members. The "fair share" amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office nor does it preclude any employee from making voluntary political contributions in conjunction with his fair share payment.

Any non-member employee who is unable to make his fair share payment due to his personal bona fide religious tenets or teachings of a church or religious charitable organization may make

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a charitable donation as mutually agreed upon by the employee affected and the Union. If the parties are unable to agree on the matter, such payment shall be made to a charitable non-religious organization from an approved list maintained by the Illinois Public Labor Relations Board. Under such circumstances, the Employer shall remit such fair share payment to the selected non-religious charitable organization and supply the Union with receipt of such.

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

Article 30 – Termination of Agreement

This Agreement shall become effective as of the **1st day of May, 2018** and shall remain in full force and effect through **April 30, 2022** and each year thereafter, unless written notice of termination or desired modification is given at least **ninety (90) days** prior to the expiration date or any subsequent anniversary thereof by either of the parties hereto.

City of Newton, Illinois

For the Union

/s/ Mark Bolander/s/ Flint Taylor

Mark Bolander, Mayor

Flint Taylor, Business Manager
Laborers' Local 1197Date: May 15, 2018Date: May 10, 2018Clint Taylor, Business Manager
Southern & Central Illinois
Laborers' District Council

Date: _____

Date: May 10, 2018

Newton City Code**APPENDIX "A"****SALARY SCHEDULE**

Months:	May 1, 2018	May 1, 2019	May 1, 2020	May 1, 2021
0-6	\$15.00	\$15.50	\$16.00	\$16.50
7-12	\$15.75	\$16.25	\$16.75	\$17.25
13-24	\$16.50	\$17.00	\$17.50	\$18.00
25-36	\$17.25	\$17.75	\$18.25	\$18.75
37-48	\$18.00	\$18.50	\$19.00	\$19.50
49-60	\$18.75	\$19.25	\$19.75	\$20.25

An employee currently employed less than **ten (10) years** with the City shall receive a **Twenty-Five Cent (\$0.25)** per hour increase on their **ten (10) year** anniversary hire date. An employee currently employed less than **twenty (20) years** with the City shall receive a **Twenty-Five Cent (\$0.25)** per hour increase on their **twenty (20) year** anniversary hire date.

Notwithstanding the foregoing salary schedule, any employee covered by this Agreement who currently earns more than he/she would earn under the above schedule shall receive a **Fifty Cent (\$0.50)** per hour raise effective **May 1, 2018** and a **Fifty Cent (\$0.50)** per hour increase on every **May 1st** thereafter during the term of this contract.

A **Thirty Cent (\$0.30)** per hour employee increase will be granted for completion of schooling and receipt of a Certificate(s). No employee shall attend any schooling program for which they wish to be reimbursed in any matter without prior approval of the Council.

Department certificates include the following:

Water Department: "D", "C", "B", "A"

Waste Water Department "4", "3", "2", "1"

Electric Department: "First year Distribution", "Second year Distribution", "Third year Advanced Distribution", "Metering"

Parks Department: "Pool Operator"

Newton City Code**APPENDIX "B"****DUES AUTHORIZATION FORM
CITY OF NEWTON, ILLINOIS**

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first and second pay due in each calendar month, such sums for Union fees, assessments and dues as may be certified due from me to Laborers' Local 1197 by the Secretary-Treasurer of said Union. You are hereby authorized and directed to pay the amount deducted to the Secretary-Treasurer of Laborers' Local 1197 for my account on or before the thirtieth (30th) day of the calendar month, for which said deductions are made.

You are further authorized and requested to continue monthly deduction unless a thirty (30) day written notice is given to you, from me, advising the discontinuation of such deduction.

Dues, fees, contributions or gifts to Laborers' Local #1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

Print Name

Address

Social Security Number

City

State

Zip

Telephone number

email address

Signature

Date