

AGREEMENT

BETWEEN

THE CITY OF ALTON

AND

THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
(AFSCME), COUNCIL 31, AFL-CIO

ON BEHALF OF

AFSCME LOCAL 3388

APRIL 1, 2022 — MARCH 31, 2026

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## **PREAMBLE**

This Agreement entered into by the City of Alton, hereinafter referred to as the "EMPLOYER" and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 3388, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. It is the Employer's and the Union's desire to provide the people of Alton, Illinois, with the highest quality service by mutual agreement through good faith negotiations.

## **DEFINITION OF TERMS**

The following terms shall be interpreted as indicated below when used in this Agreement:

### **Employer**

The City of Alton

### **Union**

AFSCME, American Federation of State, County and Municipal Employees.

- a. **Regular Part-Time Employee** – Bargaining Unit Members who are scheduled to work less than a 37½ or 40-hour work week and their title is included in this unit which will be reflected in Schedule A or with the State Labor Relations Board.
- b. **Regular Full-Time Employee** – Bargaining Unit Members who are scheduled to work a 37½ or 40-hour work week and their title is included in this unit which will be reflected in Schedule A or with the State Labor Relations Board.

### **Classifications**

Each Bargaining Unit Member has a description of his/her duties which are reflected in the current classification description.

### **Requirements**

These are stated on the classifications of the AFSCME bargaining unit titles and are utilized in assisting determination of qualifications for said position.

### **Classification Series**

This is represented in Schedule A of the Agreement. Classifications are either in a series all of their own or there may be several classification titles in a series. This language is used

when determining selection of an AFSCME vacancy

## **ARTICLE 1 – RECOGNITION**

### **Section 1.01 – Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages and salaries, hours and other conditions of employment for regular part-time and full-time City of Alton Bargaining Unit Members. Such recognition is pursuant to S-RC-146, certified on November 27, 1985, and shall include all Bargaining Unit Members in such unit, except those excluded pursuant to P.A. 83-1012. The parties agree that the unit is composed of the classifications listed in Schedule A.

### **Section 1.02 – Integrity of the Unit**

The Employer recognizes the integrity of the bargaining unit, and will not take any action the sole purpose of which is directed at eroding it.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **Section 2.01 –**

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct the employees of the City of Alton in all aspects, including, but not limited to, all rights and authority granted by law or exercised by the City of Alton prior to the execution of this Agreement, except as modified in this Agreement. Except as otherwise expressly stated herein, the City of Alton's policies are not to be considered a part of this Agreement. These rights include, but are not limited to:

- a. The right to determine its mission, policies and to set all standards of service offered to the public;
- b. To plan, direct, control and determine the operations or services to be conducted by employees of the City of Alton;
- c. To determine the qualifications, duties, methods, means and number of personnel needed to carry out the mission of the City of Alton;
- d. To direct the entire working force of the City, including the establishment of work standards and job qualifications;
- e. To select, hire, schedule, assign and evaluate work of bargaining unit employees;
- f. To promote Bargaining Unit Members;
- g. To demote, suspend, discipline or discharge Bargaining Unit Members;

- h. To lay off or relieve employees due to lack of work or funds, or for other justifiable reasons;
- i. To make, publish and enforce rules and regulations;
- j. To introduce new or improved methods, equipment or facilities;
- k. To contract out for goods and services.

Section 2.02 – Budget

The Mayor and City Council have the sole authority to determine the purpose and mission of the City of Alton and the amount of budget to be adopted thereto.

Section 2.03 – Civil Emergency Conditions

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including but not limited to civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**ARTICLE 3 – UNION RIGHTS**

Section 3.01 – Union Activities

The Union shall have the right to designate two Shop Stewards and one Alternate Steward. The Union will notify the Mayor in writing of the names of the two (2) Shop Stewards and one (1) alternate. After receiving permission from the department head or his/her designee, one of the Shop Stewards or the Alternate shall be permitted to leave his/her work to investigate and attempt to adjust a grievance of any Bargaining Unit Member covered by this Agreement, if such time does not substantially interfere with the Employer's operations. No time or pay will be lost during regular working hours by the Shop Steward, the Alternate, a grievant or witnesses while performing their duties relating to meetings or hearings called in accordance with the steps of the grievance procedure, or meetings called or agreed to by the Employer. Two paid days will be provided for board members to attend officer or steward training, as staffing allows, not to be unreasonably denied.

Section 3.02 – Access to Premises

The Employer agrees that local representatives, officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during working hours to prevent, resolve or clarify a problem.



### Section 3.03 – Union Meeting on Premises

The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer. In the event that the Union wishes to utilize the premises on an evening when there is no night custodian available, the Union shall be responsible for securing the Building for the evening.

Local Union representatives who work rotating shifts shall be allowed time off with pay to attend regular Union membership meetings if prior notification has been made to the appropriate supervisor, provided such meetings are held on the Employer's premises and the supervisor determines that time off would not substantially interfere with the City's operations, nor cause additional cost to the City.

### Section 3.04 – Union Bulletin Boards

The Employer shall provide space on existing bulletin boards if sufficient in size, or space at each building where bargaining unit employees work, to affix Union bulletin boards. The space provided, or the Union's bulletin boards, shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

### Section 3.05 – Information Provided to Union

Upon occurrence, the Employer shall notify the Union in writing at the end of the month or two weeks thereafter if occurring during the last week of the month, of the following personnel transactions involving bargaining unit employees: New hires, promotions, reallocation, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge, termination and new classifications.

Section 3.06 - By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient and educate each newly hired employee about the Union and the Contract for one (1) hour, during work hours, on City property and without loss of pay to either employee.

In addition, the Employer shall furnish the Union with a current seniority roster of the bargaining unit after each new hire or termination.

The Employer agrees to furnish the Union each bargaining unit employee's current address and Social Security number on a quarterly basis.

## **ARTICLE 4 – CHECKOFF OF DUES/FAIR SHARE**

### Section 4.01 – Dues

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

- a. Union membership dues, assessments, or fees;
- b. Other programs approved by the City;
- c. P.E.O.P.L.E. contributions.

Request for any of the above shall be made on a form agreed to by the parties.

Upon receipt of an appropriate written authorization from a Bargaining Unit Member, such authorized deductions shall be made in accordance with the law and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

All Bargaining Unit Members covered by this Agreement who have signed Union dues check-off cards for AFSCME prior to the effective date of this Agreement or who signed such cards after such date shall not be allowed to cancel such dues deduction unless revoked in writing by sending written notice by the U.S. Postal Service to the Employer and to the Union.

The Employer shall make available Union deduction cards to Bargaining Unit Members. Such cards shall be supplied by the Union.

#### Section 4.02 – Notice and Appeal

The Union agrees to provide notices and appeal procedures to Bargaining Unit Members in accordance with applicable law.

#### Section 4.03 – Indemnification

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

### **ARTICLE 5 – NON-DISCRIMINATION**

#### Section 5.01 – Prohibition Against Discrimination

The Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation, and/or beliefs, disability, and Vietnam era veteran.

#### Section 5.02 – Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by P.A. 83–1012 or by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

Section 5.03 – Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

**ARTICLE 6 – WORK RULES**

Section 6.01 – Rules of Conduct

The Employer has the right to establish reasonable rules of personal conduct and will notify the employees and the Union within ten (10) days in advance of any new or modified rules of personal conduct.

Section 6.02 – Procedural Rules

Prior to any change in procedural work rules and regulations, the Employer shall notify the Union.

Section 6.03 – Outside Employment

In the event a Bargaining Unit Member accepts employment by an employer or employers other than the City of Alton that would affect the performance of his/her duties or would otherwise present a conflict of interest, the Bargaining Unit Member may be subject to the disciplinary procedures of this Agreement.

Section 6.04- Residency

Employees may establish and maintain their principal residence in Illinois in Madison County, Jersey County, St. Clair County, and Macoupin County and in Missouri in St. Louis County and St. Charles County

Section 6.05 – Uniforms

For each fiscal year and anytime during the year, the Employer shall provide each Telecommunicator/Dispatcher, Parking Control Officer, Janitor and Jailer with uniforms on an as needed basis. The worn uniforms must be turned in prior to receiving the replacement uniforms.

- a. Telecommunicator/Dispatchers and Parking Control Officer
  - 5 – slacks or skirts
  - 5 – shirts (long sleeve)
  - 5 – shirts (short sleeve)
  - 1 – all–season jacket
  - 1 – pair shoes
  
- b. Janitors

- 5– work pants
- 5 – lightweight work shirts
- 5 – heavy weight work shirts
- 1 – work jacket
- 1 – pair of work boots

c. Jailers

- 5– shirts (short sleeve)
- 5– shirts (long sleeve)
- 5 – slacks/1 skirt
- 1 – pair shoes
- 1 – all weather jacket
- 1 – bullet proof vest measured and ordered in the same manner as police officers

d. Police Department- based Secretaries and Records Clerks

- 5 – shirts (long sleeve)
- 5– shirts (short sleeve)
- 5 – slacks or skirts

## ARTICLE 7 – DISCIPLINE

### Section 7.01 – Definition

Disciplinary action may be imposed upon a Bargaining Unit Member only for just cause. Disciplinary action shall normally follow the tenets of progressive discipline, which will include only the following: oral reprimand, written reprimand, suspension or discharge. It is understood and agreed that in the event of a serious infraction of this Agreement or an incident of serious misconduct, the Employer may administer discipline that they feel proper for such an infraction or incident. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

### Section 7.02 – Manner of Discipline

If the Employer has reason to discipline a Bargaining Unit Member, it shall normally be done in a manner that will not embarrass the Bargaining Unit Member before other non-supervisory Bargaining Unit Members or the public. The Employer shall furnish the Bargaining Unit Member with a written statement of the reason for discipline involving suspension or discharge and the facts on which it is based. Once a measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

Nothing in this Section shall prevent the Employer from suspending a Bargaining Unit Member with pay.

## **ARTICLE 8 – CITY CIVIL SERVICE COMMISSION**

### **Section 8.01**

It is agreed by both parties to abide by the prevailing Rules of the Civil Service Commission of the City of Alton, Illinois, providing they do not conflict with the Illinois Statutes pertaining to Civil Service Employees. The Employer agrees to provide the Union with a complete and current copy of the Rules of the Civil Service Commission.

### **Section 8.02**

All matters related to seniority, promotion, transfer, layoff, resignation, reinstatement, job descriptions, separation, and demotion shall be as set forth in the Rules of the Civil Service Commission, unless modified by this Agreement. The City will provide the Union with 15 days' notice for the purpose of bargaining the impact of the changes to the job description prior to taking revised job description to Civil Service for its consideration.

## **ARTICLE 9 – SENIORITY AND LAYOFF**

### **Section 9.01 – Definition**

Seniority for the purposes stated in this Agreement shall consist of the length of uninterrupted service as a full-time bargaining unit member with the City of Alton. Regular part-time Bargaining Unit Members shall accrue their seniority prorated on the hours worked per contract year.

### **Section 9.02 – Application**

Bargaining Unit Members in this bargaining unit shall accrue their benefits based on the date of uninterrupted service a bargaining unit member with the City of Alton (i.e., sick leave, vacation accrual and longevity).

For the purpose of promotion, transfer, job assignment and layoff, seniority is defined in accordance with Section 9.01, except if an employee of the City enters this unit, they shall accrue their seniority based on the date they began working in a title within this bargaining unit.

### **Section 9.03 – Termination**

Seniority shall be terminated when a Bargaining Unit Member:

- a. Voluntarily resigns from a position within the bargaining unit (including transferring to a non-bargaining unit positions within the City).
- b. Is discharged, provided the Employer later be found to have discharged without cause and the Bargaining Unit Member is returned to work, his/her seniority shall be reinstated.

- c. Is laid off for a period in excess of 24 months.

#### Section 9.04 – Layoff

In the event it becomes necessary to lay off Bargaining Unit Members for any reason, all temporary, part time, emergency, and probationary employees performing bargaining unit work shall be laid off first. In the event further layoffs are necessary, full-time Bargaining Unit Members shall be laid off in the inverse order of seniority in the bargaining unit,

Bargaining Unit Members shall retain their City seniority for a period of twenty-four months after being laid off. These twenty-four months shall constitute lay-off status. During this time, it is the responsibility of the Bargaining Unit Member on lay-off status to keep the City informed of their mailing address and phone number, if either change.

Bargaining Unit Members on lay-off status shall accrue no benefits other than to retain their City seniority unless mutually agreed to otherwise.

Bargaining Unit Members who are to be laid off and the Union will be given as much written notice as possible of the layoff. However, in no event shall the notice be less than two (2) weeks.

#### Section 9.05 – Recall

Bargaining Unit Members shall be recalled from lay-off status according to their seniority; that is, the Bargaining Unit Member with the greatest seniority on lay-off status will be the first to be recalled to his/her job classification or another position for which he/she is qualified. No new Bargaining Unit Member shall be hired into the bargaining unit as long as there are qualified Bargaining Unit Members on lay-off status.

In the event a recall takes place, Bargaining Unit Members in lay-off status will be offered one position. If the Bargaining Unit Member in lay-off status rejects the position, they will not be offered any other vacant position during their lay-off period. Those Bargaining Unit Members may apply for posted vacancies and will be considered along with all other applicants.

### **ARTICLE 10 – JOB OPENINGS**

#### Section 10.01 – Vacancy and Posting

For the purposes of this Agreement, a vacancy is created when the Employer determines to increase the work force and to fill any new position(s) in the bargaining unit, or when the Employer determines to replace an incumbent who has been promoted, resigns, retires or is terminated.

Whenever a vacancy occurs or whenever the City creates a new bargaining unit position, the City will first attempt to fill the position internally by offering the position to all bargaining unit members, including those in layoff status. It must be posted internally for no less than five (5) days prior to seeking candidates outside the bargaining unit. If no qualified bargaining unit

member bids on the open position, it will be offered to the most senior qualified bargaining unit member in layoff status.

Current bargaining unit members will be considered for all vacancies posted. In the event that the qualifications, as established by the Civil Service Commission for a position, include an education component an internal bidder may not possess, the City shall count experience with the City equivalent to said educational requirement. In the event that all applicants are equal, the Bargaining Unit Member with the greatest seniority as defined in accordance with Article IX will be awarded the position.

The parties also agree that positions shall be filled with an entry level position when no one employed by the City and in our bargaining unit qualifies under the above procedure.

It is understood that when Bargaining Unit Members are hired from the outside at the I level, they will work for one (1) year at that title until the Bargaining Unit Member reaches the appropriate title as reflected in Schedule A for that location.

#### Section 10.03 – Temporary–Job Openings

Temporary job openings are defined as job vacancies that may periodically develop in any bargaining unit position. The Employer may, within the provisions of this Article, temporarily assign Bargaining Unit Members to perform the full duties of another position classification. The Employer will attempt to assign temporary assignments to the Bargaining Unit Members in the next lower classification within the department and to equitably distribute such assignments on a rotating basis giving due consideration to seniority and the operating needs of the City. No temporary job opening shall be deemed created due to a Bargaining Unit Member’s being on vacation, except, however, Section 10.03 shall apply.

Such assignments shall not exceed six (6) calendar months. No Bargaining Unit Member shall be temporarily assigned more than twice in any calendar year, unless the Bargaining Unit Member specifically requests the assignment. The request must be made in writing to the Bargaining Unit Member’s supervisor.

#### Section 10.04 – Payments Due

To be eligible for higher pay, the Bargaining Unit Member must be directed to perform the full duties of another position classification for eight (8) consecutive hours. Upon completion of the eight (8) hours the Bargaining Unit Member will be eligible for move–up pay from the first hour.

In the event a Bargaining Unit Member is temporarily assigned to perform the duties of a lower–paid classification, said Bargaining Unit Member shall receive his/her regular rate of pay.

Section 10.05 – Jailers

Current Bargaining Unit Members bidding on openings within the jailer classification must meet all requirements for the position, Alton Civil Service Commission, and the Alton Police Department.

**ARTICLE 11 – INSURANCE**

Section 11.01 – Hospitalization

Effective the first pay period after the contract is executed, the following plans and associated premiums will be available to employees during open enrollment. The premiums shown are based on 24 pay period deductions.

Options: A.	<b>100% PROPOSED PREMIUM EQUIVALENTS (4-TIER RATES)</b>				
		<u>2022- 2023</u>	<u>2023- 2024</u>	<u>2024- 2025</u>	<u>2025- 2026</u>
	Employee	\$0	\$10	\$15	\$20
	Employee & Spouse	\$75	\$43.32	\$65	\$86.66
	Employee & Child(ren)	\$75	\$41.15	\$61.75	\$82.33
	Family	\$75	\$85	\$94.25	\$125.65
B.	<b>80/20% HSA PROPOSED PREMIUM EQUIVALENTS (4-TIER RATES)</b>				
		<u>2022- 2023</u>	<u>2023- 2024</u>	<u>2024- 2025</u>	<u>2025- 2026</u>
	Employee	\$0.00	\$0.00	\$0.00	\$0.00
	Employee & Spouse	\$15.65	\$20.86	\$31.30	\$41.72
	Employee & Child(ren)	\$14.87	\$19.81	\$29.74	\$39.63
	Family	\$22.70	\$30.25	\$45.39	\$60.49
C	<b>80/20% PROPOSED PREMIUM EQUIVALENTS (4-TIER RATES)</b>				
		<u>2022- 2023</u>	<u>2023- 2024</u>	<u>2024- 2025</u>	<u>2025- 2026</u>
	Employee	\$0.00	\$0.00	\$0.00	\$0.00
	Employee & Spouse	\$16.25	\$21.66	\$32.50	\$43.32
	Employee & Child(ren)	\$15.44	\$20.57	\$30.88	\$41.15
	Family	\$23.57	\$31.41	\$47.13	\$62.81



Benefit Outline & Cost Summary The following is for the duration of this agreement:

City of Alton  
 Medical Plan  
 Benefit Outline and Cost Summary

	<b>A.</b>	<b>B.</b>	<b>C.</b>
<b>Benefit Outline</b>	<b>100%</b>	<b>HSA</b>	<b>Base</b>
Carrier / PBM	UHC	United Healthcare	United Healthcare
Plan Type	PPO	HSA	POS
Plan Name		HSA	Base
Network	Choice Plus	Choice Plus	Choice Plus
Deductible (Individual / Family)	\$500 / \$1,000	\$2,800 / \$5,600	\$1,500 / \$3,000
Deductible Type	Embedded	Embedded	Embedded
Out-of-Pocket Maximum (Ind. / Fam.)	\$2,000 / \$4,000	\$5,600 / \$11,200	\$3,000 / \$6,000
Coinsurance (In)	100/0%	80/20%	80/20%
Wellness / Preventive Care	\$0	Ded, 80/20%	\$0
Primary Care Office Visit	\$20	Ded, 80/20%	\$20
Specialist Office Visit	\$20	Ded, 80/20%	\$20
Walk-In / Urgent Care Visit	\$45	Ded, 80/20%	\$45
Emergency Room	\$80	Ded, 80/20%	\$80
Outpatient Lab / X-Ray	Ded, 100/0%	Ded, 80/20%	Ded, 80/20%
Complex Imaging (MRI, CAT, PET, et.al)	Ded, 100/0%	Ded, 80/20%	Ded, 80/20%
Outpatient Surgical Facility	Ded, 100/0%	Ded, 80/20%	Ded, 80/20%
Inpatient Hospital Facility	Ded, 100/0%	Ded, 80/20%	Ded, 80/20%
Prescription OOP Max (Ind./ Fam.)	Included in Medical	Included in Medical	Included in Medical
Retail Prescription Drug Copays	\$7.50   \$20   \$40	\$7.50   \$20   \$40	\$7.50   \$20   \$40
Mail Order Prescription Drug Copays	\$12   \$35   \$75	\$12   \$35   \$75	\$12   \$35   \$75
Specialty Prescription Drugs	Covered in Retail	Covered in Retail	Covered in Retail
Non-network Deductible (Ind. / Fam.)	\$1,000 / \$2,000	\$5,600 / \$11,200	\$3,000 / \$6,000
Non-network OOP Max (Ind. / Fam.)	\$4,000 / \$8,000	\$11,200 / \$22,400	\$12,000 / \$24,000
Non-network Coinsurance	70% / 30%	50% / 50%	60% / 40%

## Deductibles

The dental deductible is \$75 Individual / \$225 Family

Beginning with the Plan Year starting May 1, 2014, Bargaining Unit Members with both individual and family coverage will be responsible, on a Calendar Year basis, for, and only for, the first \$500 of in-network eligible medical claims (“Deductible”) and the co-pays set forth in this agreement, notwithstanding any higher deductible amount in the Benefit Summaries for in-network claims for family. The Calendar Year Deductible for the Plan Year starting May 1, 2014 for non-network claims will be \$1,000 for an individual and \$2,000 for family.

The Deductible will apply to anything not addressed by a co-pay including, but not limited to the following services:

- Cancer Resource Services
- Congenital Heart Disease Surgeries
- Dental Services – accident only
- Durable Medical Equipment
- Home Health Care
- Hospice Care
- Hospital – Inpatient stay
- Kidney Resource Services
- Lab, X-Ray, and Major Diagnostics including CT, PER, MRI, and nuclear medicine
- Mental Health – Inpatient
- Substance Abuse Services – Inpatient and Outpatient
- Ostomy Supplies
- Physician Fees for Surgical/Medical Services
- Private Duty Nursing – Outpatient
- Prosthetic Devices
- Rehabilitation Services
- Scopic Procedures
- Skilled Nursing Facilities
- Surgery
- Therapeutic Treatments
- Transplantation Services

The City agrees to reimburse the Deductible to Bargaining Unit Members as follows: \$500 applied to Family in-network deductible.

The City will create an HRA, as a mechanism to reimburse Bargaining Unit Members these amounts.

The City may initiate cost containment measures during the contract terms provided that the

benefit levels, co-pays, deductibles, out of pocket limits, and other substantive provisions of the plan (i.e. the City Hospital and Major Medical Policy that was in effect April 1, 1996 with the modifications as outlined herein and in the Benefit Summaries for the City of Alton Non-Police Medical and Rx Plans for May 1, 2014) remain substantially the same. In the event the City determines to make any such changes, the City shall provide the Union ninety (90) days' written advance notice of such change. Such notice shall specifically set forth the nature of the intended change. The Union shall be afforded reasonable opportunities to meet and confer with the authorized representatives of the City prior to implementation of such change.

In the event that such change is initiated by the insurance carrier providing insurance coverage to Bargaining Unit Members, the City shall provide the Union with notice of such change within five (5) days of the date the City receives notice of such change from the insurance carrier. Such notice shall specifically set forth the nature of the intended change and the Union shall be afforded reasonable opportunities to meet and confer with the authorized representatives of the City prior to implementation of such change.

In the event any Bargaining Unit Member elects to participate in a federally-mandated Health Maintenance Organization (HMO), the Bargaining Unit Member will pay the same dollar amounts toward the cost of the HMO as it would have paid toward the City of Alton sponsored plan.

#### Section 11.02 – Life Insurance

The Employer agrees to furnish \$15,000 in life insurance to each part-time and full-time regular Bargaining Unit Member.

#### Section 11.03 – Claims

The failure of any insurance company to pay a claim is not subject to the grievance procedure, but rather is to be considered a dispute between the insurance company and the Bargaining Unit Member.

### **ARTICLE 12 – SAFETY**

#### Section 12.01 – City Compliance

The Employer will make reasonable efforts to assure compliance with laws affecting the safety and health of Bargaining Unit Members. If a Bargaining Unit Member has specific reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition, he/she shall inform the Employer. The Employer shall make the Bargaining Unit Members aware of to whom they are to report unsafe or unhealthy working conditions. A response to such reporting shall be made within a reasonable time.

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position.

### Section 12.02 – Employee Compliance

Bargaining Unit Members are responsible for properly using tools and equipment furnished by the Employer as well as for cooperating in maintaining the general cleanliness and orderliness of the work areas. All Bargaining Unit Members are expected to perform and work in an efficient, safe and capable manner, particularly as it affects other Bargaining Unit Members, costs and quality of work.

### Section 12.03 – Protective Clothing for Janitors

Protective wearing apparel required due to the nature of a job or a substance required to carry out a job shall be provided by the Employer for Janitors.

### Section 12.04 – Inclement Weather Gear for Janitors

In the event a janitorial Bargaining Unit Member reports for work on his/her scheduled shift and is assigned outdoor duties, which expose the Bargaining Unit Member to adverse weather conditions, the Employer shall make available for the duration of the shift outerwear and overshoes.

### Section 12.05 – Toxic Substances

The Employer shall comply with existing law concerning toxic substances. At present, current law is governed by Public Act 83– 240 which, in part, provides for the following:

All Bargaining Unit Members, where appropriate, shall be provided information on all toxic substances in the workplace with which they work. Information provided to Bargaining Unit Members shall primarily be in the form of a Material Safety Data Sheet (MSDS) which provides detailed information about the potential hazards of a substance and how to safely handle chemical substances.

When requested, such information shall be made available to the Bargaining Unit Member within ten working days of a written request, provided the Employer possesses a MSDS. An Employer who does not possess the requested MSDS shall make a good faith effort pursuant to Sections 9(D) and 14(a) of the Act.

### Section 12.06 – Jailers Training

Jailers will be offered job-related training as approved by the Chief of Police or his designee.

## **ARTICLE 13 – HOURS OF WORK/OVERTIME**

### Section 13.01 – Hours of Work

- i. WORK WEEK – Except as otherwise provided, the basic working day for City Bargaining Unit Members shall be eight (8) hours, exclusive of meal periods. The basic

work week shall be forty (40) hours. The work week shall be defined as commencing at 12:01 a.m. Monday and ending at midnight the following Sunday for all bargaining unit Bargaining Unit Members except Telecommunicator/s and Jailers who work a set non-rotating shift. The work week for Telecommunicator/Dispatchers and Records Clerk I shall be defined as commencing at 6 a.m. Sunday and ending at 5:59 a.m. the following Sunday.

- ii. Telecommunicator/Dispatcher/Jailer –Set Schedule. The Telecommunicator/Dispatcher and/or jailer who works the set schedule will work twelve hour shifts for a total of eighty-four (84) hours over a 14-day period. The schedule will be set by the Chief of Police or his/her designee. A change in schedule of the hours or the days would require at least seventy-two (72) hours' notice from the Chief. A change from the set schedule to a rotating shift schedule to fill a temporary vacancy of five (5) or more days would require at least one (1) week notice unless the parties mutually agree to a shorter notification period. Telecommunicator/Dispatchers, Jailers and Janitors who work a regular scheduled shift which begins between 2:00 p.m. and 5:30 a.m. will be paid a shift differential of fifty cents (\$0.50) per hour.
- iii. APD Breaks and Meal Periods.
  - A. REST PERIODS: There shall be two (2) paid rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one during the second half of the shift with the exception of the Communications Clerks who will receive three (3) fifteen (15) minutes breaks during their work shift.
  - B. MEAL PERIODS: Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, unpaid meal period. Bargaining Unit Members can choose to take a one-half (1/2) hour lunch break or work through their lunch break in order to reduce their work day by either one-half (1/2) hour or one (1) hour. Such arrangements are with the approval of their supervisor.
  - C. TELECOMMUNICATOR/DISPATCHERS and JAILERS MEAL PERIODS: If not interfering with the normal operations of the police department, the work day will be broken at approximately mid-point by a paid meal period of 45-minute duration within the building to occur away from the normal work station.
- iv. APD Records Department Secretary – Set Schedule: The APD Records Department Secretary who works the set schedule will work five (5) consecutive, eight (8) hour days. The weekly schedule will be set by the Chief of Police or his/her designee.

The starting time for shall be defined as follows:

Scheduled by Chief of Police or his/her designee.

A change in schedule of the hours or the days would require at least seventy-two (72) hours' notice from the Chief or his/her designee. A change from the set schedule to a rotating shift schedule to fill a temporary vacancy of five (5) or more days would require at least one (1) week notice unless the parties mutually agree to a shorter notification period.

#### Section 13.02 – Overtime Compensation

Overtime compensation for all Bargaining Unit Members other than Telecommunicator/Dispatchers and Jailers shall be given for all work performed in excess of forty (40) hours in any work week. The Employer has the exclusive right to determine when and if over-time is needed and the number of Bargaining Unit Members needed to complete the job. Overtime shall be distributed as equally as possible among the Bargaining Unit Members who normally perform the work. Such overtime shall be compensated for either in the form of compensatory time at a rate of one and one-half (1-1/2) hours for each overtime hour worked or additional salary payment at one and one-half (1-1/2) times the regular hourly rate at the discretion of the Bargaining Unit Member. However, the Bargaining Unit Member shall advise his/her supervisor of the type of compensation chosen prior to their time record being submitted to payroll. The maximum compensatory time allowed to accumulate at any one time will be 240 hours.

Telecommunicator/Dispatchers and Jailers shall receive overtime compensation for all work performed in excess of eighty-four (84) hours in a fourteen (14) day period. Any accrued, unused compensatory time shall be paid out at resignation from City employment.

#### Section 13.03 – Telecommunicator/Dispatchers and Jailers Overtime

It is understood that Telecommunicator/Dispatcher assignments that are to be filled by Sworn Personnel shall occur provided:

1. Sworn Personnel is on duty at straight time.
2. Sworn Personnel on duty at straight time shall be LEADS qualified.
3. The duties of the jailer(s) may be performed by sworn police officers as the need arises as determined by the Chief of Police or his designee provided no additional sworn officers are called which creates an overtime situation with the following exception: If no jailer is available for work, then an officer on overtime may be used.

#### Section 13.04 – Scheduling

When changes in scheduling affecting Bargaining Unit Members are warranted by operational need, the Employer shall notify the Union and, upon timely request, negotiate with it concerning such changes. Disputes over such changes being made for operational needs shall be submitted at Step 3 of the Grievance Procedure. Changes for reasons other than operational needs may be made only by mutual agreement.

The Union agrees that the regular part-time Bargaining Unit Members shall remain within their current scheduling practices.

Section 13.05 – Show-Up Compensation

Any Bargaining Unit Member who is scheduled to report for work and who presents himself or herself for work as scheduled shall be assigned to at least two hours work on the job for which he/she was scheduled to report. If work is not available, the Bargaining Unit Member shall be excused from duty and paid at his/her regular rate, for two hour's work.

Announcement of suspension of work because of weather or other unavoidable conditions shall be made whenever possible on the previous working day or by telephone or other communications as soon as possible prior to the beginning of the Bargaining Unit Member's regular work shift. Failure on the part of a Bargaining Unit Member to keep his/her supervisor or Department Head advised of his/her correct and current address and telephone number will relieve the supervisor of the responsibility of notifying him/her and no show up compensation will be paid.

Section 13.06 – Call-Back Compensation

Whenever a regular full-time or regular part-time hourly rate Bargaining Unit Member is called back to work after his/her regular working hours for emergency work, the minimum compensation shall be for two (2) hours of work, except for janitors and jailers who will be entitled to four (4) hours of work, unless the individual is called back to rectify his/her own error. Only time actually worked, however, shall be considered in computing overtime for the payroll period.

Section 13.07 – Sunday Work

Except for Telecommunicator/Dispatchers, APD Secretaries, and Jailers, the City will pay double time for all hours worked on Sundays, so long as such hours are not worked at the Bargaining Unit Member's request.

**ARTICLE 14 – HOLIDAYS**

Section 14.01 – Designated Holidays

All regular full-time and regular part-time Bargaining Unit Members shall be granted leave with pay on the holidays listed herein provided that if such Bargaining Unit Member is required to work on such holidays because of the needs of the Employer, he/she shall be allowed compensatory time off.

New Year's Day	First Day of January
Martin Luther King's Birthday	Day to be Observed
Washington's Birthday	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	As Appointed by the Governor
Friday following Thanksgiving Day	Friday immediately following Thanksgiving
½ Day Christmas Eve*	December 24*
Christmas Day	December 25
½ Day New Year's Eve*	December 31 *

\*When Christmas and New Year's Day fall on Saturday, the half-day holiday will be taken on the Thursday immediately preceding the holiday. When Christmas and New Year's Day fall on Sunday or Monday, the half-day holiday will be taken on the Friday immediately preceding the holiday.

Section 14.02 – Holiday During Vacation

When a holiday falls on a Bargaining Unit Member's regularly scheduled work day during the Bargaining Unit Member's vacation period, the Bargaining Unit Member will be charged with that holiday and retain the vacation day.

Section 14.03 – Eligibility

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

Section 14.04 – Telecommunicator/Dispatcher /Jailer – Holiday Compensation

Telecommunicator/Dispatchers and Jailers will receive eighty-eight holiday hours on January 1.

When Bargaining Unit Members under these classifications are required to work on a holiday, they shall be paid double the regular rate of pay. The holidays to be recognized for this purpose are listed in Section 14.01.

Section 14.05 – Payment Upon Separation

Upon separation for any reason, a Bargaining Unit Member shall be paid for all unused holidays which have already occurred during the calendar year and have not been used by the Bargaining Unit Member in the form of compensatory days. If a Bargaining Unit Member has used compensatory time for holidays which have not yet occurred, the city will deduct payment for said compensatory time upon separation.



**ARTICLE 15 – VACATIONS**

**Section 15.01 – Accrual**

Full-time, regular Bargaining Unit Members shall earn vacation time in accordance with the following schedule:

- a. Two (2) weeks for each Bargaining Unit Member who has completed one (1) or more years of continuous service.
- b. Three (3) weeks for each Bargaining Unit Member who has completed two (2) or more years of continuous service. Bargaining Unit members hired after June 26, 2019 shall earn three (3) weeks after five (5) or more years of continuous service.
- c. Four (4) weeks for each Bargaining Unit Member who has completed ten (10) or more years of continuous service.
- d. Five (5) weeks for each Bargaining Unit Member who has completed fifteen (15) or more years of continuous service.
- e. Six (6) weeks for each Bargaining Unit Member who has completed twenty (20) or more years of continuous service.

Vacations will not be allowed to part-time Bargaining Unit Members paid on an hourly basis unless they are regularly engaged on a year-to-year basis for one-half (1/2) time or more. Such Bargaining Unit Members may be granted vacation at the rate of one-half (1/2) of the vacation credit allowed a regular full-time Bargaining Unit Member.

Vacation Conversion Table (Telecommunicator/Dispatchers)

Two (2) weeks	84 hours	6 days/8 hours
Three (3) weeks	126 hours	10 days
Four (4) weeks	168 hours	13 days/4 hours
Five (5) weeks	210 hours	16 days/8 hours
Six (6) weeks	252 hours	20 days

**Section 15.02 – Upon Resignation**

A Bargaining Unit Member resigning from the service of the City shall be paid for any vacation credit accumulated prior to resignation.

**Section 15.03 – Vacation Schedules**

Subject to Section 15.04 and the Employer's operating needs, vacations shall be scheduled as requested by the Bargaining Unit Member. Vacation time may be taken in increments less than full week blocks with prior approval of the Department Head. In any event, upon request,

vacation time must be scheduled so that it may be taken no later than twelve (12) months after the Bargaining Unit Member's anniversary date in which such vacation time was earned. If a Bargaining Unit Member does not request and take accrued vacation within such 12-month period, vacation earned during such calendar year shall be lost.

#### Section 15.04 – Vacation Schedules by Seniority

By January 31 of each calendar year, Bargaining Unit Members, except Telecommunicator/Dispatchers and Jailers, may submit in writing to the Employer their preference for vacation, provided a Bargaining Unit Member may not submit more than three (3) preferences. Telecommunicator/Dispatchers shall submit their requests for vacation in writing by April 1 of each calendar year and may not submit more than three (3) requests. In establishing vacation schedules, the Employer shall consider both the Bargaining Unit Member's preference and the operating needs of the City. Where the Employer is unable to grant and schedule vacation preferences for all Bargaining Unit Members but is able to grant some Bargaining Unit Members such vacation preferences, Bargaining Unit Members shall be granted such preferred vacation period on the basis of seniority. A Bargaining Unit Member who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior Bargaining Unit Member. A Bargaining Unit Member's preference shall be defined as a specific block of time uninterrupted by work-days.

Bargaining Unit Members who file their preference by January 31 shall be notified of the vacation schedules by March 1 of that calendar year. Vacation requested and approved within the above-mentioned guideline may be rescheduled by mutual agreement.

### **ARTICLE 16 – SICK LEAVE**

#### Section 16.01 – Accrual

All regular full-time Bargaining Unit Members other than Telecommunicator/Dispatcher who are compensated on a monthly or annual salary basis shall accumulate sick leave with pay at the rate of one working day for each calendar month of continuous service during which there were no unpaid absences, provided:

- a. No sick leave shall be credited for the first month of service if employment begins after the tenth day of the month.

Telecommunicator/Dispatchers and Jailers shall accumulate sick leave with pay at the rate of eight (8) hours per month.

Sick leave will not be allowed to part-time Bargaining Unit Members paid on an hourly basis unless they are regularly engaged on a year-to-year basis for one-half (1/2) time or more. Such Bargaining Unit Members may be granted sick leave at the rate of one-half (1/2) of the sick leave credit allowed a regular full-time Bargaining Unit Member.

#### Section 16.02 – Use

Sick leave with pay may be used for illness, disability or injury of the Bargaining Unit Member, appointments with a doctor, dentist, or other professional medical practitioner; and in the event of illness, disability or injury of a member of a Bargaining Unit Member's immediate family or household. For the purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children or any relative or person living in the Bargaining Unit Member's household.

Department Heads may require Bargaining Unit Members requesting sick leave to provide a certificate or medical report from a medical doctor if abuse is suspected and/or an absence of more than three (3) working days is taken. Bargaining Unit Members who take sick leave shall report the disability to their Department Head or immediate supervisor not less than one hour prior to the start of the first work day of the illness or disability. Failure to so report shall automatically place the Bargaining Unit Member on an unauthorized absent-without-leave status. Failure to so report on more than three (3) occasions during any one fiscal year shall be grounds for automatic discharge from City employment.

Jailers and Telecommunicator/Dispatchers shall only be charged with (8) hours of sick leave for each shift taken, regardless of the actual length of the shift. Jailers and Communications Clerks shall not be required to satisfy the remainder of the shift with any other accumulated time should the shift length exceed eight (8) hours.

#### Section 16.03 – Attendance Incentive

Sick leave with pay shall be accumulative; however, at the end of each November any Bargaining Unit Member not wishing to add to his/her accumulated total of unused sick leave, those sick leave days not used of the eligible days for said period, may request payment in lieu thereof, but not to exceed 72 hours. Provided, however, that each Bargaining Unit Member shall have accumulated and shall maintain a minimum of at least twenty (20) sick leave days to be eligible to request payment as provided herein. Telecommunicator/Dispatchers and Jailers must maintain a minimum of one hundred sixty (160) hours. Payment, as noted herein, shall be based on the Bargaining Unit Member's current rate of pay and shall be paid on the first paycheck in December of each year. Any Bargaining Unit Member who has used more than his/her eligible number of sick leave days in any given period shall automatically have the surplus number of sick leave days used for said period deducted from said Bargaining Unit Member's accumulated total.

#### Section 16.04 – Unused Sick Leave

Bargaining Unit Members shall be compensated for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the Bargaining Unit Member.

Bargaining Unit Members other than Telecommunicator/Dispatchers and Jailers, who have applied for retirement by filing an application with the proper officials of the retirement system of which they are members shall be permitted to take any unused sick leave accumulated under the provisions of this Section prior to the effective date of their retirement, except that

credits shall be given in full only for the first (30) days accumulated as per provisions of this Section and only one-half (1/2) credits shall be given for all days accumulated under this Section over (30) days. Telecommunicator/Dispatchers and Jailers will be given credit in full for the first two-hundred forty (240) hours and one-half credit shall be given for all days accumulated under this Section over two hundred forty (240) hours. In any case, maximum compensation for unused sick leave shall be limited to sixty (60) days for Bargaining Unit Members hired after December 31, 1985. Maximum compensation for Telecommunicator/Dispatchers and Jailers hired after December 31, 1985, shall be four hundred eighty (480) hours.

The amount of payment for all unused sick leave is to be calculated at the Bargaining Unit Member's rate of pay in effect on the payday immediately preceding the Bargaining Unit Member's separation.

### **ARTICLE 17 – LEAVES OF ABSENCE**

Regular full-time and regular part-time Bargaining Unit Members may request a leave of absence from the Employer. The Employer retains the sole and absolute discretion of approving a leave of absence. The Employer may require substantiation of any leave of absence or request for a leave of absence.

With the exception of funeral, military reserve leave, jury duty and Bargaining Unit Member improvement leave, no seniority, vacation, sick leave, holiday, longevity or other benefits shall accrue during a leave of absence.

#### **Section 17.01 – Leaves Without Pay**

The Employer may grant leaves of absence without pay or benefits to Bargaining Unit Members for periods not to exceed one (1) year. Such leaves may be extended for good cause by the Employer for additional six (6) month periods.

- A. Military Leave – Military leave will be granted to all Bargaining Unit Members in accordance with State or Federal laws.
- B. Education Leave – Leave without pay not to exceed one year may be granted by the Employer on recommendation of the Department Head to any Bargaining Unit Member who is entering upon a course of training to study for the purpose of improving the quality of his service to the City or fitting themselves for promotion.

School Incentive – The City shall reimburse all costs of tuition and books to any Bargaining Unit Member attending any local community college or university. This reimbursement shall apply to all courses that have had prior written approval by the Department Head required for an Associate Degree in an area related to city employment. Said reimbursement is payable on completion of said course(s) with a passing grade of "C", and the rate is not to exceed such rates as those charged by the

local community college at the time the course is taken. If the course is not offered at the local Community College, the reimbursement will be based on the fees of the University.

- C. Family Responsibility Leave – The City will follow the Family Medical Leave Act in addressing leaves of a Bargaining Unit Member who is eligible of such leave.

Section 17.02 – Leave with Pay

Funeral Leave – Not to exceed three (3) days. Leave with pay may be allowed to a regular full-time and regular part-time monthly or hourly rate Bargaining Unit Member because of the death of the Bargaining Unit Member's spouse, children, stepchildren, grandchildren, grand-parents, father, mother, sister, brother, father-in-law, mother-in-law, grandparents of spouse, brother-in-law, sister-in-law and any immediate dependent. "Immediate dependent" is defined as a person over whom you have legal custody or guardianship. At the discretion of the Bargaining Unit Member's department head, additional time may be granted if it is found to be reasonably necessary.

- A. Military Leave – Any regular Bargaining Unit Member who has been in the employ of the City for one year or more, is a member of the organized reserves of any branch of the armed forces of the United States, and is called into active duty for a period of time not to exceed thirty (30) days in any calendar year, shall be paid the difference between the amount paid the Bargaining Unit Member by the armed forces and the amount the Bargaining Unit Member would have received from the City had he or she not been called into active duty.
- B. Jury Duty – Bargaining Unit Members shall be excused from work when required to report for or to perform jury duty when summoned to do so by a court of law. Such leave shall be without loss of pay, provided that the Bargaining Unit Member surrenders the jury pay he/she receives from the court to the City upon completion of his/her jury service.
- C. Employment Improvement Leave– Leave with pay may be granted by the Mayor or appropriate Department Head upon recommendation of a Bargaining Unit Member's supervisor for the purpose of attending conferences, conventions, workshops or similar meetings.
- D. Personal Business Day Leave – (Excludes Communications Clerks and Jailers) – All Bargaining Unit Members shall be permitted three (3) personal days off each fiscal year (April 1 to March 31).

Upon completion of a new hire's probationary period, they shall receive their personal leave days on a prorated basis. This is based upon the remaining months prior to the end of that fiscal year.

Personal Business Days will not be allowed to part-time Bargaining Unit Members

paid on an hourly basis unless they are regularly engaged on a year-to-year basis for one-half (1/2) time or more. Such Bargaining Unit Members may be granted Personal Business Days at the rate of one-half (1/2) of the Personal Business Days credit allowed a regular full time Bargaining Unit Member.

Such leave shall be taken in increments not less than one (1) hour after it is earned, except in emergencies which preclude making prior arrangements.

Personal Leave Days shall not be accruable from one fiscal year to another.

- E. Injury Incurred in Line of Duty – The City shall comply with existing Workers Compensation Laws.

#### Section 17.03 – Employee’s Rights After Leave

When a Bargaining Unit Member returns from any leave of absence permitted by this Agreement, the Employer shall return the Bargaining Unit Member to the same or similar position in the same position classification in which the Bargaining Unit Member was incumbent prior to the commencement of such leave seniority permitting.

#### Section 17.04 – Failure to Return from Leave

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

### **ARTICLE 18 – GRIEVANCE PROCEDURE**

#### Section 18.01 – Grievance

A grievance is defined as any difference, complaint or dispute between the Employer and any Bargaining Unit Member or group of Bargaining Unit Members covered by this Agreement concerning the interpretation or application of the provisions of this Agreement. Grievances may be processed by the Union on behalf of a Bargaining Unit Member or on behalf of a group of Bargaining Unit Members setting forth the name(s) of the Bargaining Unit Member(s). The Bargaining Unit Member is entitled to Union representation at each and every step of the grievance procedure. Nothing contained herein will be construed as limiting the right of any Bargaining Unit Member having a grievance to discuss the matter informally with any appropriate superior, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and provided the Union is afforded the opportunity to be present. Time limits set forth in this Article may be extended by mutual agreement of the parties involved.

## Section 18.02 – Grievance Steps

If a Bargaining Unit Member's immediate supervisor and Department Head are the same, the grievance will be processed beginning with Step 2, thereby effectively eliminating Step 1.

A grievance shall be resolved in the following manner:

Step 1. The Bargaining Unit Member, with or without the Union, shall orally raise the grievance with the Bargaining Unit Member's immediate supervisor who is outside the bargaining unit. The Bargaining Unit Member shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than five (5) working days from the date the grievant became or should have become aware through the use of reasonable diligence of the occurrence giving rise to the complaint the immediate supervisor shall render an oral response to the Bargaining Unit Member and the Union within five (5) working days.

Step 2. If the grievance is not resolved at Step 1, it shall be presented by the Union in writing to the appropriate Department Head within five (5) working days after receipt of the Step 1 response or after the Step 1 response is due, whichever is earliest. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provision(s) of the Agreement allegedly violated, and the relief requested. Within five (5) working days after receipt of the written grievance the parties involved shall meet or hold other discussions in an attempt to resolve the grievance unless the parties mutually agree otherwise. The Department Head or designee shall give his/her written response within five (5) working days following the meeting.

Step 3. If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Mayor within five (5) working days after the Step 2 answer, or after such answer was due, may appeal the grievance to Step 3. The Employer and the grievant and/or Union shall meet to discuss the grievance which has been appealed to Step 3 at a time and place of mutual convenience but no later than ten (10) working days following submission of the grievance to Step 3. The Mayor or his/her designee shall give his/her written response within five (5) working days following the meeting. Either party, upon written notice to the other, may decide that the grievance raises a substantial issue which should be submitted to an independent arbitrator in accordance with the procedure set forth in Step 5.

Step 4. If the grievance is still unresolved after Step 3, the Union and/or the Employer, or their designees, may request a pre-arbitration conference to resolve the issue. If a pre-arbitration conference is agreed to, it shall be scheduled within ten (10) working days after the decision is issued in Step 3, or after the Step 3 response is due.

Step 5. If the grievance is appealed to Step 5 (arbitration), representatives of the Employer and the grievant shall meet to select an arbitrator from a list of mutually agreed-to arbitrators.

## Section 18.03 – Arbitration

If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 3 or the pre-arbitration conference in Step 4, whichever is last, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall,

within five (5) working days after receipt of said list, alternately strike the names of three (3) arbitrators. The Employer agrees to take the first strike for the first arbitration hearing held pursuant to this Article; the Union and Employer agree to alternate first strikes thereafter. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, stating the issue to be arbitrated and requesting that the arbitrator set a time for the hearing, subject to the availability of the Employer and the Union. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him.

The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of this Agreement. Questions of arbitrability will be decided by the arbitrator.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

If either party desires a verbatim record of the proceeding, it may cause such record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

The expenses and fees of the arbitrator shall be shared equally by the parties. The hearing shall be in the Alton City Council Chambers providing space is available. A decision of the arbitrator rendered consistent with the terms of this Agreement shall be final and binding on the Employer, the Union and the bargaining unit Bargaining Unit Member or Bargaining Unit Members involved.

#### Section 18.04 – Grievance Withdrawal

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

If it is agreed by both parties that an issue is incapable of being settled at a preliminary step of the grievance procedure, it may be filed at an appropriate advanced step.

Improper form, data, or Section citation shall not be grounds for denial of the grievance.



## **ARTICLE 19 – NO STRIKE/NO LOCKOUTS**

The Union agrees that during the term of this Agreement there shall be no strike, work stoppage or slowdown of work by any or all Bargaining Unit Members covered by this Agreement. The City of Alton agrees that there shall be no lockout of Bargaining Unit Members. In addition, violation of this Article shall constitute cause for discharge or other disciplinary action.

## **ARTICLE 20 – ENTIRE AGREEMENT**

This Agreement supersedes and cancels all prior practices and agreements whether written or oral unless expressly stated to the contrary herein and, together with any letters of understanding executed concurrently or after with this Agreement constitutes the complete and entire written understanding between the parties.

## **ARTICLE 21 – SEVERABILITY AND SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes and regulations of the United States of America and the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet within ten (10) working days to agree on a substitute provision. If the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

## **ARTICLE 22 WAGES/LONGEVITY PAY**

### **Section 22.01 – Wages**

The parties agree that the current wages shall remain in effect. Such rates are set forth in Schedule A.

The parties agree that the salary ranges listed in Schedule A and the changes made thereto. That Schedule A shall apply in the following manner.

1. Bargaining Unit Members will be hired in at the entry level of their title range according to Schedule A, attached to this contract.
2. It is also understood that the probationary period is ninety (90) days for promotions, demotions, and lateral transfers, except for Jailers and Communications Clerks. The probationary period for new hires will be six months, except for Jailers and Communications Clerks who must serve a one (1) year probationary period.
3. During the probationary period, the Bargaining Unit Member may be removed from

the new position at the request of the Bargaining Unit Member or the head of the department of the Bargaining Unit Member. If a Bargaining Unit Member is removed during the probationary period from the position which he or she was transferred or promoted, whether the removal is initiated by the Bargaining Unit Member or by the department head of the Bargaining Unit Member, the Bargaining Unit Member shall have the right to revert back to the position and status he or she enjoyed prior to the transfer or promotion.

4. A Bargaining Unit Member shall not be eligible to request a transfer or promotion until the end of any probationary period they are required to serve.
5. The provisions of this Section shall supersede all provisions to the contrary including Article VIII of this Agreement.

Section 22.02 – Longevity Pay

The Employer agrees to pay the following longevity benefits to all full-time Bargaining Unit Members on April 1, preceding their anniversary date. Said longevity pay shall be based upon and added to the Bargaining Unit Member's base salary beginning after two (2) year's continuous service, from the certification date of hire, in accordance with the following schedule:

Percentage	2 ½ %	3 %	3 ½ %	4 %	4 ½ %	5 %	5 ½ %
Years	2–3	3–4	4–5	5–6	6–7	7–8	8–9
Percentage	6 %	6 ½ %	7 %	7 ½ %	8 %	8 ½ %	9 %
Years	9–10	10–11	11–12	12–13	13–14	14–15	15–16
Percentage	9 ½ %	10 %	10 ½ %	11 %	11 ½ %	12 %	12 ½ %
Years	16–17	17–18	18–19	19–20	20–21	21–22	22–23
Percentage	13 %	13 ½ %	14 %				
Years	23–24	24–25	25+				

**ARTICLE 23 – EFFECTIVE DATE AND DURATION**

Upon the approval of the Alton City Council and a vote of the Union membership, this Agreement shall be effective as of the first day of April, 2022, and shall remain in full force and effect until March 31, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify it. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. Additionally, upon request of the jailers, the subject of salaries for the jailers can be reopened one year prior to the expiration of the agreement to determine if any adjustment in pay is warranted.

This Agreement shall remain in full force and effect during, the entire period of negotiations for a modification of this Agreement. This Agreement shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

**FOR THE CITY**

\_\_\_\_\_  
Mayor, City of Alton, Illinois  
David Goins

\_\_\_\_\_  
Date

**FOR THE UNION**

\_\_\_\_\_  
Union Representative Local 3388

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, AFSCME Local 3388

\_\_\_\_\_  
Date

## **SCHEDULE A – CLASSIFICATION SERIES**

1. Records Clerk 1, Parking Enforcement, Janitor 1
2. Records Clerk 2, Account Clerk 1, Secretary 1, Janitor 2
3. Secretary 2
4. Account Clerk 2 and Secretary 3
5. Department Secretary, Records Coordinator, Deputy Registrar, Investigations Secretary
6. Jailer
7. Account Clerk 3, Fire/Police Executive Secretary
8. Building Maintenance
9. Lead Jailer
10. Telecommunicator/Dispatcher

	1	2	3	4	5	6	7	8	9	10
2022	\$3,331.43	\$3,471.59	\$3,562.64	\$3,839.36	\$4,031.02	\$4,127.19	\$4,205.92	\$4,244.26	\$4,521.37	\$4,621.82
2023	\$3,431.37	\$3,575.74	\$3,669.52	\$3,954.54	\$4,151.95	\$4,251.01	\$4,332.10	\$4,371.59	\$4,657.01	\$4,760.47
2024	\$3,517.16	\$3,665.14	\$3,761.25	\$4,053.40	\$4,255.75	\$4,357.28	\$4,440.40	\$4,480.88	\$4,773.44	\$4,879.48
2025	\$3,605.09	\$3,756.76	\$3,855.28	\$4,154.73	\$4,362.14	\$4,466.21	\$4,551.41	\$4,592.90	\$4,892.77	\$5,001.47
	<b>Records Clerk 1</b>	<b>Records Clerk 2, Account Clerk 1, Secretary 1</b>	<b>Secretary 2</b>	<b>Account Clerk 2 and Secretary 3</b>	<b>Department Secretary, Investigation Secretary and Records Coordinator</b>	<b>Jailer</b>	<b>Acct Clerk 3</b>			
	<b>Pkg Enf</b>	<b>Janitor 2</b>					<b>Police/Fire Exec. Sec.</b>		<b>Lead Jailer</b>	<b>Dispatch</b>
	<b>Janitor 1</b>				<b>Deputy Registrar</b>			<b>Bldg. Maint</b>		

This pay schedule shall be retroactive and effective on April 1, 2022

Specialization Pay: Employees who hold specialized/appointed duties and/or must become licensed/certified per Illinois Compiled Statutes (ILCS) shall receive \$1 per hour for each qualification obtained: PSAP Manager, LEADS Coordinator, IDPH / ILETSB Certification; maximum \$2/per person.

## **ADDENDUM A – SUBSTANCE ABUSE POLICY**

### **ALL BARGAINING UNIT MEMBERS EXCEPT TELECOMMUNICATOR/DISPATCHER & JAILERS**

#### **Section A 1 – Introduction**

The City of Alton, recognizing the adverse impact of substance abuse on the personal lives of its Bargaining Unit Members and the resultant impact on the workplace environment and further recognizing the unique duties and responsibilities of the Bargaining Unit Members to the public, is adopting and implementing the following substance abuse policy. Substance abuse increases accidents and injuries to Bargaining Unit Members, impairs job performance, and causes higher rates of absenteeism and tardiness. Therefore, for the wellbeing and the economic interests of the City of Alton and its Bargaining Unit Members, there is a need to address this serious problem.

The City has developed a program for testing of applicants who are being considered for employment. The City agrees that there shall be no substance abuse testing for non-safety sensitive Bargaining Unit Members. The City is also adopting a program for Bargaining Unit Members who are reasonably suspected of being at work under the influence of alcohol or drugs. The objective is to provide a safe working environment for all Bargaining Unit Members, to maintain efficient Bargaining Unit Member performances and quality service to our community, to reduce accidents, and to eliminate other Bargaining Unit Member problems.

#### **Section A 2 – Benefits; inconvenience; cooperation**

Individuals with alcohol and drug abuse problems may make up a small fraction of the work force, and the City regrets any inconvenience that the Policy may cause, but it believes that the overall benefits to the City and its Bargaining Unit Members, makes it both necessary and helpful. The City earnestly solicits the understanding and cooperation of all Bargaining Unit Members in implementing the Policy.

#### **Section A 3 – Definitions**

- A. Alcohol or alcoholic beverage – any beverage that has an alcoholic content;
- B. Drug – any substance (other than alcohol) including, but not limited to; a controlled substance, an illegal drug, and a prescription drug capable of altering an individual's mood, perception, pain level, or judgment;
- C. Controlled substance – any drug for which the distribution, sale, or consumption is controlled by law;
- D. Prescription drug – any drug which is prescribed by a duly licensed medical practitioner for the individual consuming it;

- E. Illegal drug – any drug or substance for which the sale, distribution, possession, or consumption without proper authorization, is subject to criminal sanction, or is a controlled substance consumed, sold, possessed, or distributed illegally;
- F. Department Head – the person responsible for that Department.
- G. Bargaining Unit Member Assistance Program – the Bargaining Unit Member Assistance Program (EAP) provided by the City at no cost to the Bargaining Unit Member;
- H. Bargaining Unit Member – all Bargaining Unit Members of this bargaining unit, except for Communications Clerks.

#### Section A 4 – Bargaining Unit Member Assistance Program

Any Bargaining Unit Member who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Bargaining Unit Member Assistance Program can occur by self-referral, by the recommendation of a Supervisor, or as a requirement of the terms and conditions of this Alcohol and Drug Policy.

When a request is made for assistance through self-referral, or by Supervisor recommendation, confidentiality will be maintained between the Bargaining Unit Member seeking assistance, and the Bargaining Unit Member Assistance Counselor.

Rehabilitation itself is the responsibility of the Bargaining Unit Member. For a Bargaining Unit Member enrolled in a formal treatment program which requires the Bargaining Unit Member to be off work on scheduled work shifts, the City will grant leave at full pay up to the Bargaining Unit Member's accumulated sick leave. A Bargaining Unit Member using up accumulated sick leave will then be allowed to use his/her vacation and accumulated compensatory time.

To be eligible for continuation of employment while on required rehabilitation under this Policy, the Bargaining Unit Member must be continuously enrolled in a City approved alcohol or drug treatment program and must actively participate in such program.

Upon successful completion of the Bargaining Unit Member's rehabilitation action plan required by this Policy, the Bargaining Unit Member will be returned to active status. Such return will be without reduction of pay or loss of seniority.

#### Section A 5 – Conviction of any drug related activity on City property

Bargaining Unit Members are required to report any criminal convictions that are a result of any drug related activity on City property no later than five (5) days after such conviction.

Any Federal Agency with which the City has a contract or from whom the City receives a Federal Grant in excess of twenty-five thousand dollars (\$25,000) shall be notified by the City within ten (10) days after receiving actual notice, that the Bargaining Unit Member has been convicted

of a drug related activity on City property. Within thirty (30) days after receiving notice from a Bargaining Unit Member of a conviction of any drug related activity on City property, the Bargaining Unit Member will either be disciplined, up to and including dismissal, or required to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

#### Section A 6 – Prohibitions

Violations of the following prohibitions will result in disciplinary action in accordance with the provisions of this policy, up to and including discharge:

- A. The sale, possession, distribution, manufacture, or transfer of any illegal drug when on or off duty.
- B. The illegal sale, possession, distribution, manufacture, or transfer of a controlled substance when on or off duty.
- C. Consuming or being under the influence of alcohol while on duty.
- D. Failure to report to their respective supervisor any known adverse side effects of medication or prescription drugs which they are taking.
- E. Consumption of a prescription drug that impairs a Bargaining Unit Member's ability to perform his/her duties by a Bargaining Unit Member who is not the individual for whom the prescription drug has been prescribed by a duly licensed medical practitioner.

#### Section A 7 – Procedures

Bargaining Unit Members shall report to their places of assignment fit and able to perform their required duties. The procedures of the City in regard to Bargaining Unit Members suspected of using, possessing or being under the influence of alcohol or drugs while at work are as follows:

1. The City may refer to the Bargaining Unit Member Assistance Program from evaluation and assessment an Bargaining Unit Member who the City reasonably believes may be under the influence of, or impaired by, alcohol or drugs, based upon such observances or reports of the Bargaining Unit Member's conduct or behavior as, but not limited to: an apparent behavioral or personality change; impaired judgment; insubordination; confusion or lack of coordination; irrational conduct or behavior; an appearance of, or odor of, intoxication; unusually slow or erratic movement or speech patterns; or reasonable suspicion of use of alcohol or drugs while at work.

Failure of the Bargaining Unit Member to promptly contact the Bargaining Unit Member Assistance Program, including signing any required forms, will be deemed an act of insubordination justifying immediate dismissal.

If the determination is that the Bargaining Unit Member was under the influence of illegal



drugs the Bargaining Unit Member will be immediately dismissed.

A Bargaining Unit Member, who after assessment and evaluation begins the recommended rehabilitation action plan, will be not be immediately dismissed, but will be given one (1) rehabilitation opportunity, provided the Bargaining Unit Member fully cooperates in an effort to become alcohol free. The cost and expenses of any treatment or counseling program will be the sole responsibility of the Bargaining Unit Member, subject to benefits available under any existing and applicable Bargaining Unit Member benefit program. If the Bargaining Unit Member does not promptly seek evaluation and then commence and continue recommended and proper treatment during the period following the evaluation the Bargaining Unit Member shall be subject to disciplinary action, up to and including dismissal.

2. Any Bargaining Unit Member who has reasonable grounds to believe that his/her Supervisor, or fellow worker, is under the influence of alcohol or drugs, or whose ability to perform his/her duties is impaired, shall immediately report his/her suspicions to that Bargaining Unit Member's Supervisor. A Bargaining Unit Member who fails to report any such suspicions shall be subject to disciplinary action, up to and including dismissal.
3. Supervisors will interview the Bargaining Unit Member and if they believe, based upon reasonable grounds, that the Bargaining Unit Member is under the influence of alcohol or drugs, or the Bargaining Unit Member's ability to perform his/her duties is impaired, then said Bargaining Unit Member will be taken to the Bargaining Unit Member Assistance Program Office for evaluation and assessment.
4. The decision to relieve a Bargaining Unit Member from work shall be documented by the Bargaining Unit Member's immediate Supervisor as soon as possible. Supervisors shall document reasons and observations while the cause is fresh in their minds and details can be recalled, for example: glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.
5. The Bargaining Unit Member shall be requested to sign the appropriate release form and consent form for the Bargaining Unit Member Assistance Program which may be required. The failure or refusal of the Bargaining Unit Member to execute the appropriate release and consent forms for the Bargaining Unit Member Assistance Program shall result in immediate dismissal.
  - a. It should be made clear to the Bargaining Unit Member before he/she signs the release form that the results of the evaluation and assessment will be made available to the Mayor and may be used in disciplinary proceedings against the Bargaining Unit Member.
  - b. If the Bargaining Unit Member refuses to sign the appropriate release form, and the evaluation and assessments are not completed and the results not provided, the Bargaining Unit Member will be considered in violation of the City's alcohol and drug policy. The Bargaining Unit Member will be immediately dismissed.

When a Bargaining Unit Member is referred to the Bargaining Unit Member Assistance Program as a requirement of this Policy, the Bargaining Unit Member will be placed on leave of absence with pay until the results of the evaluation and assessment are available to the City.

- a. Reporting for work while under the influence of alcohol or alcoholic beverages, or being under the influence while at work or when performing City business shall result in the Bargaining Unit Member being referred to the Bargaining Unit Member Assistance Program for assessment and evaluation in lieu of disciplinary action being taken. In the event the Bargaining Unit Member refuses to contact the Bargaining Unit Member Assistance Program or fails to continue his/her rehabilitation action plan the Bargaining Unit Member will be dismissed.
- b. If a Bargaining Unit Member reports for work while under the influence of an illegal drug, or being under the influence while at work or when performing City business, the Bargaining Unit Member shall be dismissed.
- c. When the evaluation and assessment results are negative, the Bargaining Unit Member will not be prevented from returning to work based on this Alcohol and Drug Abuse Policy.

Any Supervisor who does not relieve from work a Bargaining Unit Member suspected of being under the influence of alcohol or drugs, or whose ability to perform his/her duties is impaired while at work, shall be subject to disciplinary action, up to and including dismissal.

Upon successful completion of rehabilitation, the Bargaining Unit Member will be tested for alcohol and drugs and the results of the test must be negative before the City will restore the Bargaining Unit Member to his/her former position without reduction of pay or loss of seniority. Any Bargaining Unit Member who does not fully comply with the City requirements for the leave of absence that is granted, or who is not released for return to work by the end of the granted leave of absence, is subject to immediate dismissal.

A Bargaining Unit Member who has participated in a rehabilitation action plan as a requirement of this Policy may be re-evaluated by the City at various intervals for up to twenty-four (24) months after the initial evaluation, even without new evidence of reasonable suspicion. After twenty-four (24) months from the initial evaluation, the Bargaining Unit Member can be re-evaluated only pursuant to the requirements of this Policy. If the Bargaining Unit Member is found to be under the influence on any subsequent evaluations, or refuses to promptly submit to an evaluation in a fully cooperative manner, the Bargaining Unit Member will be subject to immediate dismissal.

Any Bargaining Unit Member who has violated the terms of this Policy, as anticipated in a rehabilitation action plan as a requirement of this Policy, and is determined to be under the influence on any subsequent evaluation, or is determined after evaluation and assessment, to be under the influence of alcohol or drugs, will be immediately dismissed.

Any Bargaining Unit Member who feels aggrieved by any disciplinary action taken by the City as a result of enforcement of any provision of this alcohol and drug Policy may follow any applicable complaint procedure available at the City to him/her. Any complaint filed complaining of discipline imposed pursuant to this Policy can challenge the specific facts involved, but not the legitimacy of the Policy itself or the reasonableness of any provision of such Policy.

Section A 8 – Voluntary Request for Assistance.

Bargaining Unit Members are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the Bargaining Unit Member there shall be no adverse employment action against the Bargaining Unit Member. When voluntary assistance is requested under this Policy, the Bargaining Unit Member may use the City's Bargaining Unit Member Assistance Program to obtain referrals, treatment, counseling and other support, and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Bargaining Unit Member Assistance Program.

**ADDENDUM B – SUBSTANCE ABUSE POLICY-**  
**Telecommunicator/Dispatchers/Jailers**

Section B 1 – Jailers – General Policy – Introduction

The City of Alton, recognizing the adverse impact of substance abuse on the personal lives of its Bargaining Unit Members and the resultant impact on the workplace environment and further recognizing the unique duties and responsibilities of the Bargaining Unit Members to the public, is adopting and implementing the following substance abuse policy. Substance abuse increases accidents and injuries to Bargaining Unit Members, impairs job performance, and causes higher rates of absenteeism and tardiness. Therefore, for the well-being and the economic interests of the City of Alton and its Bargaining Unit Members, there is a need to address this serious problem.

Therefore, the Jailers and Telecommunicator/Dispatchers shall be subject to the substance abuse policy applicable to the Patrol and Command Police Units.