

Memorandum
Human Resources Department

To: Thomas Thomas, City Manager
Subject: AFSCME B Labor Contract Approval
Date: June 17, 2015



The City Bargaining Team has reached agreement with AFSCME B, which represents clerical and professional positions within Finance, Community and Economic Development, Public Works, Police and the MLK Center, on a new labor contract for a five-year period starting March 30, 2015.

This agreement provides for general wage increases (GWI) of 2.25% on March 30, 2015, a 2.00% GWI on January 4, 2016, a 2.25% GWI on January 2, 2017, a 2.40% GWI on January 1, 2018, and a 3.00% GWI on December 31, 2018. An on-call stipend (\$63.85 / pay period) was created for eligible employees within Inspections. Holiday and personal leave time banks were eliminated and substituted with a personal leave time bank and an earned holiday leave time bank. The education incentive was matched to the current city policy (100% of books and tuition shall not exceed \$2,000 per fiscal year per employee). The boot allowance was increased from \$90.00 to \$120.00 per eligible employee. The union agreed to elimination of an engineering incentive not part of the contract. The economic package presented to the union fits within the package previously approved by city council.

There were several non-economic issues addressed during the negotiations that met the approval of the City and Union bargaining teams. Specifically, changes were made within the contract on such matters as: eliminating and/or updating language regarding recognition, dues check-off and references to the personnel director; changing the grievance procedure to help reduce arbitrations; posting of seniority lists, vacation sign-up, use of vacation, use of personal leave and use of bonus personal leave (aligning on the new fiscal year – January 1); new language regarding late performance evaluations; changes in the uniform clothing for field employees; and new language was created for residency (AFSCME A language).

The strikeout contract has been ratified by the bargaining unit and is now submitted for approval by the City Council.

Recommendation: The City Council is recommended to approve the proposed five-year labor agreement between the City and the AFSCME B for the period March 30, 2015 through December 31, 2019.

Submitted by: John Thorson, Human Resources Director

Approved by: Thomas Thomas, City Manager

**AN AGREEMENT BETWEEN
THE CITY OF ROCK ISLAND
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL #988 CHAPTER B**

March 19, 2012 – March 29, 2015

March 30, 2015 – December 31, 2019

AGREEMENT BETWEEN THE CITY OF ROCK ISLAND, ILLINOIS

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL #988, CHAPTER B

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MEMORANDUMS OF AGREEMENT
INTERNAL CLASSIFICATION STUDY
DRESS CODE FOR RICOMM EMPLOYEES
~~DESIGNATED SMOKING AREA IN CITY FACILITIES (Remove)~~
~~REVISION OF PAY FOR PERFORMANCE PLAN (Remove)~~
VACATION SELECTION AND SELECTION OF SUNDAYS OFF
~~PERSONNEL RULES (Remove)~~
~~POLICY FOR THE USE OF TOBACCO PRODUCTS IN CITY OWNED OR LEASED VEHICLES (Remove)~~
CITY OF ROCK ISLAND CELL PHONE POLICY
~~MEMEORANDUM OF AGREEMENT (REGARDING MELTON AND GROW) (Remove)~~
SALARY SCHEDULES

Appendix A

ARTICLE I - PREAMBLE:

This Agreement is made and entered into by and between the City of Rock Island ("City") and the American Federation of State, County, and Municipal Employees Local #988, Chapter B ("Union").

ARTICLE II - RECOGNITION:

Section I: The City hereby recognizes the Union as the exclusive bargaining agent for its employees employed as full time employees in the following classifications:

Office Assistant I, Parking Enforcement Attendant I, Office Assistant II, Information Specialist Assistant, Police Booking Custodian, Police Court Liaison Parking Enforcement II, Customer Service Representative, Police Customer Service Assistant, Human Services Specialist I, Laboratory Technician, Police Property Custodian, Office Assistant III, Community Service Officer, **Property Nuisance Abatement Inspector**, Computer Graphics Specialist, Administrative Secretary in the Community and Economic Development Department, Fiscal Technician, Engineering Technician I, Telecommunicator, Information System Specialist I, Urban Planner I, **Grants and Website Coordinator**, Housing Program Officer, Engineering Technician II, Technical Service Assistant, Information System Specialist II, Construction Officer, Housing Inspector, Health Inspector, Combination/Plumbing Inspector, Combination/Mechanical Inspector, Combination/Electrical Inspector, Junior Accountant, **Property & Maintenance Housing Inspector**, Urban Planner II, Chemist, Police Criminalist, and Land and Development Coordinator.

but excluding the Administrative Secretary in the Fire Department, Administrative Secretary **Benefits Coordinator** in the Personnel **Human Resources** Department, Administrative Secretary in the Police Department, Office Assistant III **Human Resources Assistant** in the Personnel **Human Resources** Department, Office Manager, Telecommunications Supervisor, Executive Secretary, Community and Economic Development Director, Finance Director, Fire Chief, Personnel Director/Assistant to the City Manager **Human Resources Director**, Police Chief, Public Works Director, Assistant Fire Chief, City Engineer, Equipment Maintenance Superintendent **Fleet Services Director**, Planning and Redevelopment Administrator, Street Maintenance Supervisor, Water Services Supervisor, Administrative Assistant, **Assistant to the City Manager, Assistant to the Public Works Director, Collections Manager, Account Receivable and Customer Service Supervisor, Auditor**, Accountant, Risk Manager/Personnel Assistant, Network Administrator, Equipment Maintenance Supervisor, Electrical and Equipment Maintenance Supervisor, Sanitation Supervisor, Marina Manager, Budget/Collections Supervisor **Budget Coordinator, Deputy Police Chief, Budget and Grants Manager**, Utilities Maintenance Supervisor, Assistant City Engineer, Street Maintenance Supervisor, King Center Director, Wastewater Treatment Plant Supervisor, Water Treatment Plant Supervisor, Accounting Supervisor, Building Official, Information Systems Manager **Information Technology Services Director**, Equipment Maintenance Superintendent, Utilities Superintendent, Municipal Services Superintendent, City Manager, Human Services Specialist I (grant-funded), Human Services Specialist II, and Special Projects Manager **Economic**

Development Manager.

Section 2: The use of the male pronoun "he" or "his" shall be deemed to include female employees as well.

ARTICLE III - MANAGEMENT RIGHTS:

Section 1: Except as expressly modified by a specific provision of this Agreement, the City reserves and retains solely and exclusively all of its inherent rights to manage the City as such rights existed prior to the execution of any Agreement with the Union.

Section 2: It is expressly recognized that the City shall have the exclusive right to determine partial or permanent discontinuance of operations or partial or complete shutdown or transfer of operations.

Section 3: The Union agrees and acknowledges that the City has the exclusive right, using its sole discretion to hire, discharge for just cause, discipline for just cause, lay off, rehire, promote, demote, select for vacancy or layoff, to create or expand job classifications, and to modify or discontinue existing job classifications; to determine and change the size and make-up of the work force; to determine, establish and change job duties, standards and requirements; to establish reasonable rules or from time to time change rules to promote safety, efficiency order and protection of City's property and operations; to establish and change quality standards & workmanship required, to establish and change hours of work, shift assignments, work schedules of employees and other conditions of employment; to halt work stoppages, and to take effective action against slowdowns; to discontinue, transfer, subcontract or assign all or any part of its City operations; to expand, reduce, alter, combine, transfer, assign to or cease any job, job group, department or operation; to control and regulate or discontinue the use of supplies, machinery, equipment, vehicles, and other property owned, used, possessed or leased by the City.

The listing of specific management rights in this Article is not intended to be nor shall it be considered restriction of or a waiver of any of the rights of the City not listed and not specifically surrendered by a specific provision of this Agreement whether or not such rights have been exercised in the past.

Section 4: It is agreed that the City has the right to establish and implement and from time to time change the drug and alcohol testing program for employees upon such terms and conditions as established by the City.

Section 5: Due to the business requirements of the City's business, supervisors and other employees employed by the city may perform work that is normally performed by employees covered by this agreement.

ARTICLE IV - DUES CHECKOFF, AFSCME COUNCIL 31 DENTAL TRUST FUND CHECKOFF, AND PEOPLES CHECKOFF

Upon receipt of a properly signed and completed authorization form for dues checkoff, for the AFSCME Dental Trust Fund checkoff, or the PEOPLES payroll deduction, the City shall deduct the regular monthly dues for each employee from such employee's pay according to the provisions of this section:

Section 1: Dues Checkoff Forms

Authorization forms for dues checkoff shall be provided by the City and must be properly completed and signed and received by the Personnel Human Resources Director on or before the end of the pay period immediately preceding the pay period in which the payroll deduction is desired.

Section 2: Amount of Dues Checkoff

The Finance Officer of the union shall inform the Personnel Human Resources Director in writing of the amount of the monthly dues (uniform in dollar amount) to be deducted on or before the end of the pay period immediately preceding the pay period in which the payroll deduction is desired. Deductions for union dues shall be made on the first payday of each month and shall be promptly remitted to the Financial Officer of the union or his/her designee.

Section 3: Authorization of Dues Checkoffs

The City will deduct union dues only for those employees who have properly signed an authorization for dues checkoff form and who are employed in a classification which the union is authorized to represent.

Section 4: PEOPLES Checkoff

The City will provide authorization forms for the voluntary PEOPLES deduction. Authorization forms must be properly completed and signed and received by the Finance Director on or before the end of the pay period immediately preceding the pay period in which the payroll deduction is desired. Deductions for the PEOPLES program shall be promptly remitted to the Finance Officer of Local #988 or his/her designee. AFSCME Local #988 shall provide the City with an annual notice regarding the PEOPLES program and the amount to be deducted.

Section 5: Dental Trust Fund Checkoff Forms

~~Authorization forms for the AFSCME Dental Trust Fund deductions must be properly completed, signed and received by the Finance Director on or before the end of the pay period immediately preceding the pay period in which the deduction is to begin.~~

Section 6: Amount of Dental Trust Fund Checkoffs

~~The Finance Officer of the union shall inform the Finance Director in writing of the amount of the monthly dues (uniform in dollar amount) to be deducted for the AFSCME Dental Trust Fund on or before the end of the pay period immediately preceding the pay period in~~

~~which the deduction is to begin. Deductions for the AFSCME Dental Trust Fund shall be promptly remitted to the Finance Officer of the union or his/her designee.~~

~~Section 7: Authorization of Dental Trust Fund Checkoffs~~

~~The City will deduct dues for the AFSCME Dental Trust Fund only for those employees who have properly signed an authorization for such deductions and who are employed in a classification which the union is authorized to represent and who have been authorized by the Finance Officer of the union as being eligible for membership in the Fund.~~

Section 8-5: City Held Harmless

The union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this section.

Section 9-6: Due Dates for Checkoffs

Authorizations for dues checkoffs which are not received on or before the specified deadlines shall not be honored. Changes in the monthly amounts for each deduction which are not received on or before the specified deadlines shall not be honored.

The City of Rock Island reserves the right to immediately and summarily discontinue all checkoffs for all members of the union in the event of any work slowdown, stoppage or interruption by any members of the union.

ARTICLE V - FAIR SHARE:

Any employee hired after November 7, 1994, who is not a member of the union shall, as a condition of employment, on the 30th day of employment be required to pay a fair share payment of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members for the term of this Agreement.

Employees hired prior to November 7, 1994 shall not be required, as a condition of employment, to pay a fair share payment as defined above. However, any employee hired prior to November 7, 1994 who chooses on or after June 1, 1996 to become a member of the union or to become a fair share payor shall be required, as a condition of employment from that point forwards, to either maintain union membership or pay the fair share amount in accordance with the procedures described below.

The City shall, with respect to any employee in whose behalf the City has not received a written authorization, deduct from the wages of any employee covered by this section, the fair share financial obligation, and shall forward said amount to the Financial Officer of the union after the first payday of each month, subject only to the following:

- a) The City shall notify the Union of the name and address of any employee hired after November 7, 1994, who is a member of the bargaining unit. The union has certified to the City that the affected employee has been delinquent in his/her payment for at least thirty (30) days.
- b) The Union has certified to the City that the affected employee has been notified in writing of the obligation and the requirements of each provision of this Section and of the manner in which the Union has calculated the fair share fee;
- c) The Union has certified to the City that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee;
- d) Should any employee be unable to pay their fair share to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to the fair share, shall be paid to a non religious charitable organization mutually agreed upon the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

With regard to the opportunity to have objectives adjudicated, the Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

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

ARTICLE VI-DISCIPLINE

Section 1: Both parties agree with the tenets of corrective discipline and agree that disciplinary actions may be imposed upon any employee in the classified service for just cause. Disciplinary actions may include the following, but shall not be limited to the following and shall be initiated in light of the seriousness of the offense, the length of time between similar infractions, and shall be intended to correct unacceptable behavior and/or work performance of an employee: oral reprimand; written reprimand; suspension (notice to be given in writing); and discharge (notice to be given in writing).

Discipline shall be imposed as soon as reasonably possible after the City is aware of the event or action giving rise to the discipline. If the City has reason to discipline an employee, as a general rule it will not be done in the presence of other employees or the public.

Section 2: Written warnings shall not be considered if the offense is not repeated for a period of three (3) years after the most recent discipline for the same offense. Documented oral reprimands shall not be considered if the offense is not repeated for a period of one (1) year after the most recent discipline for the same offense.

Section 3: The employee will receive a written notice of a pre-disciplinary meeting, with said notice to contain clear and concise statement of the reason for the meeting. The employee shall be provided directly with a copy of the meeting notice. The union's notice shall be placed in the union mail slot at the Public Works offices, 1309-Mill Street.

The employee shall have the right to invite one union representative to the meeting and both employees will be excused from work to attend the meeting. Neither employee will be paid for attending the meeting if it is scheduled outside their working hours. It is the employee's responsibility to invite the union representative.

Failure of the employee or the union representative to attend the scheduled pre-disciplinary meeting will not be allowed as a means for delaying the imposition of disciplinary action. The pre-disciplinary meeting can be rescheduled with the agreement of all parties, but management may proceed with the disciplinary action after the originally scheduled pre-disciplinary meeting whether or not the employee and union representative attend.

The department head may waive the requirement for a pre-disciplinary meeting for acts of gross misconduct.

The purpose of the pre-disciplinary meeting is to gather facts and evidence related to an apparent infraction which may result in disciplinary action being imposed. The meeting is not intended to serve as a forum to negotiate any disciplinary action which may be imposed. The union representative is present to assist the employee and may attempt to clarify facts or suggest employees who may have knowledge of them. The City reserves the right to have an employee give his own account of the matter under investigation.

ARTICLE VII- GRIEVANCE PROCEDURE:

Section 1: Any employee represented by the Union has a grievance shall follow the grievance procedure outlined in this section.

A grievance shall be defined as a complaint by an employee or group of employees (with regard to a single common issue) regarding any alleged violation of this Agreement.

Section 2: Any employee represented by the Union may process a grievance during working hours provided the following conditions are met:

- a) only one other employee represented by the Union shall be excused from work to represent an employee who is processing a grievance;
- b) all meetings with division managers shall be scheduled in advance with the department manager's approval;

- c) division managers shall make reasonable efforts to schedule a meeting to discuss the grievance at the earliest possible time;
- d) no employee shall be excused from work to investigate a grievance;
- e) no grievance shall be filed or processed without the consent and participation of the employee(s) involved;
- f) all grievances shall be filed or appealed in a timely manner according to time limits specified or they shall be considered null and void.

If any step in this grievance procedure is not applicable, due to the fact that there is no division manager, or the department manager and the Personnel Human Resources Director are the same individual, the grievance shall be filed or appealed to the next step in the process.

Section 3: A grievance shall be processed in the following manner:

Step One - Employee(s) who have a grievance shall be ~~encouraged, but not required,~~ to first meet with their supervisor and a union representative in an attempt to resolve the complaint prior to filing a formal grievance in accordance with Step Two below.

Step Two - Employee(s) may file a grievance in written form with the office of the department head within ten (10) calendar days of the event or occurrence which precipitated the grievance, or within ten (10) calendar days of when the employee(s) concerned should have become aware of the event or occurrence through reasonable diligence and attention. Said grievance shall be reviewed by the Management Grievance Committee, which shall be comprised of the employee's division head, the department head, and the Personnel Human Resources Director. Said committee shall render a written decision on the grievance within seven calendar days of the date the grievance was filed.

Step Three - Employee(s) may appeal the decision of the Management Grievance Committee by filing a written appeal with the City Manager's office within ten calendar days of the date of the Committee's decision, or within ten (10) calendar days of when the employee(s) concerned should have become aware of the Committee's decision through reasonable diligence and attention. The City Manager shall render a written decision on the appeal within ten calendar days of the date it was filed.

Step Four - If, following the City Manager's decision on the appeal as described in Step Three, an employee wishes to further pursue his/her grievance, the employee or union representative shall, within ten (10) days following the receipt of the City Manager's or his/her designee's decision on the

appeal, request in writing a final meeting between the employee (with appropriate union representation) and the City's Human Resources Director (with any additional persons necessary to the complaint, such as the employee's supervisor). Such final meeting shall be held for the purpose of attempting to resolve the grievance without arbitration.

Step Four ~~Five~~ - Only a grievance which is a dispute or difference of opinion raised by an employee, or by a group of employees (with regard to a single common issue) covered by this agreement against the City involving as to him the meaning, interpretation or application of the express provisions of this agreement may be referred to binding arbitration. Grievances which are not so defined shall be decided by the City Manager and shall not be referred to binding arbitration.

An employee may refer an eligible grievance to binding arbitration by submitting a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's decision following the final meeting described in Step Four. Only grievances which have been authorized by Local #988 shall be referred to binding arbitration.

The City and the Union will file a joint request for a list of nominees for arbitration with the Federal Mediation and Conciliation Service within six (6) months after the Union files the written notice of its intent to refer the grievance to binding arbitration.

Section 4: Time Periods for Filing/Appealing Grievances

In the event the Management Grievance Committee or the City Manager does not render a timely decision, the grievance shall be considered to be denied on the last day provided for a response by the City's representative.

The time period for filing or appealing a grievance at any of the steps may be extended with the mutual consent of the employee(s) concerned and the Management Grievance Committee or City Manager, whichever is appropriate.

The City and Union shall request a list of seven (7) persons as nominees for arbitration from the Federal Mediation and Conciliation Service. The City and the Union shall select an arbitrator by alternatively striking one (1) name each. The one (1) name remaining shall be selected as arbitrator. The Union shall strike the first name from the list.

The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place, subject to the availability of the City and the Union. All arbitration hearings shall be held in the City of Rock Island.

Section 5: Authority of 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 this

Agreement or applicable Personnel Rules. 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.

In the event the arbitrator finds a violation of the terms of this Agreement, he shall determine an appropriate remedy.

The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

All awards of back pay shall be limited to the amount of back wages the employee would have otherwise earned from his regular and normal employment with the City during the period between his termination and reinstatement, if reinstatement is ordered, less any unemployment compensation.

Section 6: Payment of Arbitration Costs

Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. The City and the Union shall be responsible for compensating its own representatives and witnesses. If either the City or the Union desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the record. If the other party desires a copy of the proceedings it agrees to pay half of the costs of preparing the record as well as the costs of making a copy.

ARTICLE VIII- UNION BUSINESS:

Section 1: The Union may designate one employee in the Public Works Department, Police Department, and City Hall and one alternate to act as Union Stewards. The Union shall notify the City in writing of the names of its Stewards who are authorized to represent the Union, and the name of any employee who is designated to replace a Steward. Union Stewards, representatives, and employees shall be allowed time during working hours to communicate regarding grievances and meeting notifications only, provided said communications does not require the employee(s) to leave his/her work area. Said time shall be limited to periods short in duration and, when possible, shall only be taken with the permission of the employee(s) supervisor. Employees on the Union's negotiations committee shall be paid for work time lost from their normal work schedule due to negotiations for a successor contract. City-owned office equipment may be utilized by Union representatives regarding grievances and meeting notifications only. Use of City-owned photocopy facilities is allowed, provided the Union reimburse the City for the cost of the copies.

Section 2: Outside representatives of the Union will not interfere with City's business or with employees during working hours or come on City premises other than areas open to the general public for other than Union business except when advance permission had been obtained from the Personnel Human Resources Director/~~Assistant City Manager~~ or his designee and after the department manager has been notified.

Section 3: The City shall provide adequate space on bulletin boards in the Police Department roll call room, the City Hall basement break room, the Municipal Services area of Public Works Administrative Offices, and in the Engineering area of Public Works Administrative Offices for the posting of AFSCME meeting notices and similar information. No posting of an inflammatory or derogatory nature shall be allowed and all posting shall be reviewed and approved by the appropriate supervisor prior to posting. All materials posted shall be marked regarding the date on which material shall be removed from the bulletin board. Materials posted which are not approved by the appropriate supervisor shall be removed.

Section 4: The union shall be notified in writing of any newly hired employees identified under Article II of the contract.

The union will be allowed a one (1) hour orientation of the new employee and he will be permitted to attend the orientation during his normal work hours. The union orientation will take place within two (2) weeks of the new employee's hire date and shall be granted to the extent there is no interference with city operations or violates a department's minimum manning requirements.

Any request for a union orientation will be submitted, in writing, by the union to the appropriate department manager, and shall be answered, no later than five (5) days following the request.

The union orientation will be paid for the new employee at his hourly rate. Any time extending beyond the one (1) hour orientation will be unpaid. Any orientation occurring outside the employee's normal work hours will be unpaid and ineligible for overtime unless approved in advance by the department manager.

The union shall have the right to certify one (1) steward to participate in a union orientation. The steward providing the union orientation will be unpaid. He will be permitted to use paid leave benefits (vacation, personal, bonus personal leave or compensatory time) if the orientation occurs during his work hours.

Section 5: The city shall provide copies of any lay-off notices to the union.

Section 6: The city shall provide the union with copies of any job description included in the bargaining unit which has been modified.

ARTICLE IX- NO STRIKE / NO LOCKOUT:

Section 1: The Union shall not cause or engage in or permit its members to cause or engage in, nor will any member of the Union take part in any strike, sit-down, stay-in, slow-down, picketing, or sympathy strike in or upon any premises of the City wherever located, or curtail, restrict, or otherwise interfere with the business of the City, nor advise such action to its members or other persons during the term of this Agreement. In the event of any of the above actions, the City shall notify the officers of the Union and the officers shall

take whatever lawful steps are necessary to prevent or terminate the strike, slow-down, work stoppage or other interruption of work. No employee shall refuse to cross a picket line. Any employee participating in any action contrary to this article or refusing to perform his duties because of a strike or picket line shall be subject to discipline up to and including discharge.

Section 2: The City agrees that it nor its representatives will put into effect any lock-out during the term of this Agreement. The term lock-out does not include reductions in the work force for lack of work, vacation plant shutdowns, or complete or partial termination of the City's business.

ARTICLE X- SENIORITY:

Section 1: Seniority shall be defined as an employee's length of continuous full-time employment with the City since their last date of hire as an AFSCME – Local #988 bargaining unit member less any adjustments due to unapproved leaves without pay, including disciplinary suspensions of any length, approved leaves without pay exceeding thirty (30) consecutive calendar days, or any periods of part-time and/or temporary employment. In the instance in which two employees under this definition have the same seniority date, the employee with the lower employee number shall be determined to be the most senior. The first six (6) months of continuous service will be a probationary period during which time the employee has no seniority standing and will be subject to layoff or discharge at the sole discretion of the City without recourse to the grievance and arbitration procedures contained in the Agreement. An existing employee who transfers or is promoted to a position within this bargaining unit in accordance with the provisions of this contract shall be placed on probationary status with full benefits, including seniority. The City may with written notice to the Union extend the probationary period for an additional six (6) months.

Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his seniority will be dated back to the beginning of his employment.

Section 2: Layoff and recalls shall be on a department classification basis (e.g. Public Works Office Assistant III, a Police Department Office Assistant III) with the City determining the departmental classification to be reduced or expanded and the employee(s) to be laid off or recalled within the departmental classification subject to the provisions of this section. Layoffs and recalls of employees shall be determined based on an employees skill, ability, job performance and attendance records. The above stated factors being at a minimum equal, seniority as defined in Section One above shall be determinative as to which employee(s) will be laid off or recalled.

Section 3: An employee's seniority and his employment with the City shall terminate upon the occurrence of any of the following:

1. Quits or retires
2. Discharge for just cause

3. Layoff without recall for a period equal to the employee's seniority or eighteen (18) months whichever is less
4. Absent for three (3) consecutive working days without notification to the City, during such period, of the reason for absence
5. Absence due to illness or injury for a period equal to the employee's seniority, or eighteen (18) months whichever is less
6. Failure to return to work within three (3) working days of notification to return to work after layoff. Certified mail to last known address shall be used in notifying employees to return to work with date of notification to be from date the letter was received and/or signed for.

Section 4: For telecommunicators hired after April 1, 1996, seniority for the purpose of days off, vacation selections, overtime, etc. shall be defined as time in grade as a telecommunicator. For telecommunicators hired prior to April 1, 1996, seniority for the purpose of days off selection, vacation selection, overtime, etc., shall be defined as time in the City of Rock Island Communications Center.

In the event that a telecommunicator is transferred to another shift for more than two (2) pay periods, he may use his seniority rights to select his scheduled days off on the new shift. Subsequently, any employees who are bumped from their previously selected scheduled days off may use their seniority rights to select new scheduled days off. All changes in the scheduled days off will become effective in the pay period following completion of the selection process.

Section 5: In the case of promotions and transfers, the candidate with the greater seniority shall be promoted or transferred provided all of the following conditions are met:

- a) a vacancy exists and the employee has properly applied for the position,
- b) the class specification held by the employee and the class specification applied for are both represented by AFSCME Local #988,
- c) the skills, abilities, physical fitness and past performance for each candidate concerned are equal and meet all requirements for the position applied for,
- d) the most senior qualified internal applicant is superior to any external applicant for the position.

A promotion shall be defined as an assignment of an employee to a higher paying class specification according to the provisions of this section. A transfer shall be defined as the assignment of an employee to the same class specification in another division or department of the City, or the assignment of an employee to a lower paying class specification at the employee's request subject to the provisions of this section.

Section 6: With the exception of those employees covered by Section 4 above, employees represented by Local #988 shall select their work shifts according to their seniority within each division subject to the following conditions:

a) the division head shall specify the minimum staffing requirement by class specification for each shift in each division,

b) the division head shall have the authority to reassign an employee(s) to another shift for training purposes. Re-scheduling shift assignments for training purposes shall not be used as a disciplinary action.

Employees represented by Local #988-Chapter B shall select their work shifts in November of each year to begin with the first full pay period beginning in January each year. As shift vacancies occur during the year, employees shall, on the basis of their seniority within the division, be allowed to bid on the vacant shift provided the vacancy is the same classification and the employee is otherwise qualified. All of the same requirements which apply to the annual selection of shifts shall also apply to the filling of shift vacancies which occur during the year.

Section 7: The City will post the seniority (as of April 1st January 1st of each year) for all employees represented by Local 988, Chapter B in the following locations: Municipal Services Garage, Engineering, Equipment Maintenance, Police Department, Finance Department, Community and Economic Development, Martin Luther King Center, and Meter Services. New employees shall be added to the list by the division head at the time that they successfully complete their probationary period and are placed on permanent status. An employees' name shall be removed from the seniority list when their seniority is terminated according to Section 3.

ARTICLE XI- HOURS OF WORK:

Section 1: The normal work week shall consist of forty (40) hours of work.

Section 2: Overtime shall be defined as hours worked in excess of forty (40) in a work week (including approved paid leave).

Overtime shall be approved in advance by the employee's immediate supervisor. Overtime may be paid in compensatory time off as provided in the Fair Labor Standards Act. Employees shall be allowed to carry-over up to a maximum of 80 hours of compensatory time each fiscal year. Overtime shall be paid at a rate of time and one-half the employee's rate of pay at the time the overtime is worked.

In the event that the employee has more hours of accrued bonus personal leave than accrued compensatory time, he/she may determine whether the overtime compensation will be overtime payments or compensatory time.

The use of compensatory leave shall be governed by the same advance notice and minimum staffing requirements as vacation leave.

Section 3: Nothing contained in this agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week or per year.

Section 4: Employees shall be required to work overtime in order to meet the requirements of the City.

For the front desk in the police department only, overtime assignments shall be first offered to the position classification that normally performs the duties at the front desk. Overtime offerings shall be made in order of seniority within the position classification. If none of the employees in that classification volunteers for the overtime assignment, other qualified employees shall be offered the assignment in order of seniority. If none of those employees volunteers for the assignment, the City may make an overtime assignment. In addition, if a Police Customer Service Assistant submits a request for time off or vacation period on the actual holiday, the request for time off shall be denied unless an employee volunteers to work the overtime assignment.

Section 5: Employees shall be notified at least 24 hours in advance of changes in his/her established work schedule. In the absence of twenty-four (24) hour notice, the employee shall be eligible for overtime payments at 1-1/2 times their regular rate of pay for all hours worked beyond the employee's regular work schedule for the twenty-four hour period immediately following the change in schedule.

Section 6: An employee called back to work outside their normal hours of work and not immediately preceding or following their regular hours of work, shall be guaranteed a minimum of two hours of pay at the overtime hourly rate.

Section 7: An employee covered by this contract shall be entitled to 15 minutes of break time per work day. Said time may be attached to the employee's lunch break period with the permission of the employee's supervisor. Said permission shall not be unreasonably withheld.

Section 8: Employees shall be allowed to modify their regular working hours for occasional, short periods with the prior approval of the employee's supervisor. Employees shall not be required to utilize paid leave during such instances and will be required to work the employee's regular number of hours on that day. Approval of the employee's supervisor shall not be unreasonably withheld.

Section 9: Employees of this bargaining unit (RICOMM) who are scheduled to work on Sundays will be granted a maximum of 4 Sundays they can take off utilizing their own vacation, personal days, holidays, or comp. time in addition to their approved blocks of vacation time off requested in February of each year.

Sundays that fall on the actual holiday will not be granted unless the day (overtime) can be filled on a volunteer basis.

ARTICLE XII- WAGES:

Annual base salaries for employees represented by the union shall be compensated on April 2, 2012 with 2.00% added to the base, an additional 2.75% added to the base on September 30, 2013, and 3.00% added to the base on September 29, 2014. March 30, 2015 with 2.25% added to the base, 2.00% added to the base on January 4, 2016, 2.25% added to the base on January 2, 2017, 2.40% added to the base on January 1, 2018, and 3.00% added to the base on December 31, 2018.

AFSCME – Local #988 employees with a seniority date prior to November 7, 1994, shall receive wages in accordance with the wage schedule attached to this Agreement and incorporated herein as Appendix A. AFSCME – Local #988 employees with a seniority date after November 7, 1994, shall not receive step increases but shall be paid not less than the lowest step nor more than the highest step for their classification. Employees hired after November 7, 1994, shall not have a starting rate of pay higher than the rate of those employees in that classification hired prior to this date.

Section 1: Step Increases (does not apply to AFSCME – Local #988 employees with a seniority date after November 7, 1994)

- a.) Step increases from one step to the next for employees hired prior to November 7, 1994, shall be given at the beginning of the pay period immediately following the employee's successful completion of his/her probationary period and annually at the beginning of the pay period immediately following the employee's anniversary date of appointment to that classification until he/she reaches the top step (excluding merit range) of the salary range established for that classification.
- b.) Step increases may be withheld or delayed for disciplinary reasons. The delay or withholding of an employee's step increase must be approved by the City Manager before becoming effective.

Section 2: Pay increases for those employees covered by the contract with a seniority date after November 7, 1994 or for those employees with a seniority date prior to November 7, 1994 who are at or beyond the seventh step of the employee's salary range shall be given only on the basis of merit according to the Pay for Performance Plan and must be approved by the City Manager before becoming effective.

Starting ~~March 19, 2012 through March 29, 2015~~ March 30, 2015 through December 31, 2019, the Pay for Performance Plan will be fully funded. Eligible employees may receive a merit increase ranging from 0% - 3.0% (maximum) based on their job performance. The City may grant or fail to grant such merit increases as it solely deems appropriate based on job performance.

A Pay for Performance evaluation must be completed within 90 days following the employee's promotion date. If the evaluation is not completed within 90 days and the supervisor determines the employee's performance is unsatisfactory, the supervisor will inform the employee of his performance deficiencies, expectations for improvement and

future work goals. The City will not use performance deficiencies against the employee for disciplinary purposes if outside the 90 day window. The City will not be precluded from disciplining or discharging an employee for just cause as described under Article III (Management Rights).

Section 3: Persons serving as Communications Training Officers (CTO) within the City of Rock Island Communications Center shall receive an additional \$80 per pay period in which the CTO is actively involved in the training of a telecommunicator.

Section 4: Employees within the Information Services Division of the Finance Information Technology Department and Inspection Division of the Community and Economic Development who are required to periodically carry a pager an on call device and be on-call shall be compensated at a rate of an additional \$63.85 per pay period for each pay period in which an employee is required to be on-call. Employees who are on-call shall be required to respond either by voice or in person within time limits as specified by the Information Systems Manager Technology Director or the Community and Economic Development Director or his designee. Failure to respond could result in disciplinary action being taken against the employee.

Section 5: Employees who regularly are working second and third shift shall receive shift differential in the amount of \$.20 per hour for second shift and \$.25 per hour for third shift. Second shift shall be defined as a shift in which the normal starting time is on or about 2:30 p.m. and third shift shall be defined as a shift in which the normal starting time is on or about 10:30 p.m. Employees working a swing shift shall be treated as if they were working third shift for purposes of this section. For the purpose of determining shift differential pay, an employee is considered to be "working swing shift" when he/she is scheduled to work multiple shifts per pay period.

Section 6: When an employee with a seniority date prior to November 7, 1994 is promoted, his base pay will be raised to a step in the pay classification plan that is at least five (5) percent above his base pay prior to promotion. If his current base pay is less than five (5) percent below Step G of the pay classification to which he is being promoted, he will receive a pay increase of five (5) percent upon promotion.

When an employee with a seniority date after November 7, 1994 is promoted, his base pay will be raised at least five (5) percent.

ARTICLE XIII- LONGEVITY:

Section 1: Longevity shall be defined as an employee's length of continuous full-time employment with the City since their last date of hire less any adjustments due to unapproved leaves without pay, including disciplinary suspensions of any length, in-line of duty injury leave exceeding one year in relation to the same injury, approved leaves without pay exceeding thirty (30) consecutive calendar days or any periods of part-time and/or temporary employment.

Section 2: Longevity pay increases shall be given to full-time, regular employees upon the completion of 5, 10, 15, 20, 25, and 30 years of continuous service to the City.

- a.) Longevity pay are in the amounts of \$624, \$1248, \$1872, \$2496, \$3120, \$3744 for the completion of 5, 10, 15, 20, 25, and 30 years of service respectively. Effective March 31, 2003, longevity pay will increase to \$694, \$1,388, \$2,082, \$2,776, \$3,470, and \$4,164 for the completion of 5, 10, 15, 20, 25, and 30 years of service.
- b.) All longevity pay increases shall be effective at the beginning of the pay period immediately following the employees appropriate anniversary date.
- c.) Longevity pay increases shall be granted to full-time, regular employees only.

ARTICLE XIV- SHORT TERM ASSIGNMENTS:

Section 1: Employees who are assigned to perform the duties of a higher classification for periods in excess of twenty-one calendar days shall be entitled to be paid as if he/she were actually promoted to that position. Upon expiration of the short-term assignment, the additional pay shall be discontinued. These are assignments outside of the employee's normal duties for which he/she shall receive additional compensation.

ARTICLE XV- HOLIDAY/PERSONAL LEAVE:

The City shall provide an annual notice that sets forth the eight designated official City Holidays which eight (8) holidays shall be selected from a list of holidays that shall include the State of Illinois official holidays and Christmas Eve. Within the eight (8) selected holidays, the day after Thanksgiving will be given as a holiday in lieu of Veterans Day.

~~Each fiscal year, each employee shall receive 96 hours of holiday/personal leave to use during the fiscal year. Employees regularly working Monday through Friday, which is all employees except Police Customer Service Assistants and Telecommunicators, shall use the holiday/personal leave on the days specified by the official City Holiday notice and paragraph one of Article XIV. Employees whose normal schedule involves working a ten (10) hour day in a forty (40) hour work week will receive forty (40) hours of personal time per year. Employees whose normal schedule involves working a nine (9) hour day in a forty (40) hour work week will receive (36) hours of personal leave time per year, rather than the thirty two (32) hours personal time granted to those employees working standard eight (8) hour schedules.~~

~~Each fiscal year, each employee shall receive 32 hours of personal leave to use during the fiscal year. Employees whose normal schedule involves working a ten (10) hour day in a forty (40) hour work week will receive forty (40) hours of personal time per year. Employees whose normal schedule involves working a nine (9) hour day in a forty (40) hour work week will receive thirty-six (36) hours of personal leave time per year, rather~~

than the thirty-two (32) hours personal time granted to those employees working standard eight (8) hour schedules.

Employees regularly working Monday through Friday, which is all employees except Police Customer Service Assistants and Telecommunicators, shall use the holiday leave on the days specified by the official City Holiday notice and paragraph one of Article XIV. Police Customer Service Assistants and Telecommunicators will have the option of banking eight (8) hours of holiday leave if working the holiday or being paid at their regular straight-time hourly rate for eight (8) hours.

Probationary employees with six (6) months service or less may accrue but shall not be allowed to use any personal leave benefits. Probationary employees will be allowed to use holiday leave benefits. Probationary employees who regularly work Monday through Friday shall use holiday leave on the days specified by the official City holiday notice. Probationary employees who do not regularly work Monday through Friday and who are required to work on holidays specified in the official notice shall be allowed to use eight (8) hours of holiday leave while on probation on or after a specified holiday occurs. A probationary employee who resigns in good standing with unused earned holiday leave time accrued from any holidays that have occurred during the employee's tenure shall only receive pay for those holidays. and not for the entire 64 hours of holiday leave.

Employees who work a flex schedule will be allowed to use eight (8) hours of holiday pay per holiday, and flex the remainder of the holiday work week into periods of eight (8) hour work days.

Employees who resign in good standing shall receive pay for unused earned holiday and personal leave. Employees who do not resign in good standing will forfeit all unused holiday/personal leave except for floating holiday hours earned by working on a scheduled holiday. At the sole discretion of his department manager, an employee may use accumulated paid leave as part of his two (2) week resignation notice.

All Personal leave accumulated must be used within that fiscal year and shall not be carried over from one fiscal year to the next.

All Holiday leave accumulated may be carried over for one (1) fiscal year. No more than 64 hours may be carried over each year.

Employees who do not work on a holiday shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours. Effective 3/23/09, Telecommunicators and Police Customer Service Assistants who work on the actual holiday recognized by the city shall be paid time and one-half for all hours actually worked on the holiday.

ARTICLE XVI- VACATION:

Section 1: Employees shall earn paid vacation based on their consecutive years of service with the City. Consecutive years shall begin with the last day of hire.

Section 2: The vacation schedule shall be as follows:

<u>Years of Service</u>	<u>Amount of Vacation</u>
0 through 6 years of service	3.1 hours per pay period
7 through 15 years of service	4.6 hours per pay period
16 and over years of service	6.2 hours per pay period

Section 3: Employees shall earn vacation leave in a pay period only if they receive pay for at least forty (40) hours in the pay period. There shall be no pro-rata vacation benefits earned in a pay period.

Section 4: Probationary employees shall not accrue paid vacation leave, but upon successfully completing their probationary period and having been placed on permanent status shall receive accumulation of vacation benefits for time served in their probationary period.

Section 5: Vacation pay will be at the employee's regular straight time hourly rate in effect immediately prior to his vacation.

Section 6: No employee shall accumulate vacation leave in excess of one and one-half times their annual rate of accrual as of the end of the pay period which is paid on the last payday in ~~March~~ December of each fiscal year.

Section 7: Employees represented by the union shall select their vacation periods in ~~February~~ November of each year for the following fiscal year. Vacation selections (as well as the selection of personal time or compensatory time in conjunction with an employee's vacation period) shall be according to each employee's seniority and shall also be subject to the staffing requirements specified by each division manager. Vacation selection made after ~~February~~ November shall be on a first come first serve basis. Vacation time may be taken in increments of less than four (4) hours with approval of the appropriate department/division manager.

Section 8: Upon separation from the City, employees shall receive pay for unused vacation leave.

ARTICLE XVII- SICK LEAVE:

Section 1: Employees shall be allowed to accumulate sick leave at the rate of 3.7 hours per pay period provided they receive pay for at least 40 hours in a pay period.

Section 2: Sick leave may be accumulated without limit for those employees hired prior to February 17, 1992. Those employees hired on or after February 17, 1992, may accumulate sick leave equal to six (6) months paid leave and no employee shall be allowed to use sick leave in excess of their accumulation as of the beginning of the pay period in which it is to be used.

Section 3: Sick leave benefits are provided for the specific purpose of maintaining an employee's regular earnings when he/she is incapacitated and unable to work due to illness, or when the employee must attend to a member of his/her household who is ill or incapacitated.

Section 4: Employees referred to the Employee Assistant Program shall be allowed to use sick leave benefits for treatment prescribed by the E.A.P. referral agency and as approved and documented by the E.A.P. Coordinator.

Section 5: Division managers may require adequate proof of illness or of the need to attend to a member of the employee's immediate household before allowing sick leave benefits to be used.

Section 6: ~~The first day of unscheduled sick leave used by an employee for each incident of sick leave shall be without pay with the exception that employees who use sick leave benefits for five (5) or more consecutive days shall receive pay for all hours of sick leave used provided the employee has accumulated enough hours. An employee may designate the lost time for the first day of sick leave as holiday/personal, vacation, compensatory or bonus leave provided he has accumulated enough hours.~~

~~An employee will earn an additional one and one-tenth (1.1) hours leave for each pay period in which he/she does not use any sick leave, with the exception of sick leave used pursuant to Section 7 of this article, use any personal leave, vacation, compensatory or bonus leave in lieu of sick leave as described in the preceding paragraph, take leave without pay due to sickness, has approved or unapproved unpaid leave, worker's compensation, medical leave, military leave or a leave of absence. No employee shall accumulate Bonus Personal Leave in excess of 28.6 hours as of the end of the pay period which is paid on the last payday in March of each fiscal year.~~

~~An employee will earn a bonus of an additional 24 hours leave for the fiscal year (January 1 – December 31) when they have not used any unscheduled sick time in the fiscal year. If 8 hours of unscheduled sick time was used, an employee will earn 16 hours of bonus time. If 16 hours are used, the employee will earn 8 hours of bonus time. If 24 hours or more hours of unscheduled sick time are used, there will be no bonus hours awarded to the employee. No employee shall be permitted to roll over bonus time into the following fiscal year. Bonus leave will be paid on the second pay period of the new calendar year. The exemption is pursuant to Section 7 of this Article.~~

~~All leave time errors must be corrected and Finance made aware of within two pay periods of the error in time made.~~

Once the new contract is signed, if it is after April 1, 2015, the pay period that the contract is signed in, is the last pay period to earn 1.1 bonus leave time per pay period.

Section 7: Employees who schedule medical/dental appointments/procedures with pre-approval by employee's immediate supervisor at least 24 hours in advance shall be entitled to use available sick leave for such absences. If a scheduled, pre-approved sick leave instance lasts longer than three (3) hours, the employee will not earn Bonus Personal Leave for the pay period containing the instance.

Section 8: Payment for unused accumulated sick leave benefits upon termination shall be allowed except as specified in section 8a) through 8c).

- a.) Employees who are fired or dismissed shall not be eligible for any payments for unused accumulated sick leave.
- b.) Employees with six (6) months of service or less shall not be eligible for any payments of unused accumulated sick leave.
- c.) Employees who do not provide a written fourteen (14) day calendar notice of resignation shall forfeit sick leave hours payable as follows:
 - 1.) Employees shall forfeit 80 hours of the final amount eligible for payment.
- d.) Subject to the requirements listed in a.), b.), and c.), full-time regular employees shall be paid for 50 percent of unused accumulated sick leave up to a maximum of 50 percent of his/her unused accumulated sick leave as March 31, 1978. These hours are payable at the employee's hourly rate of pay as of March 31, 1978.
- e.) Full-time regular employees who resign in good standing at the minimum retirement age with at least the minimum years of service to qualify for a pension, or permanent employees who resign in good standing with at least 20 years of continuous service (excluding any periods of temporary employment or periods of absences in excess of 30 consecutive calendar days) shall be eligible for payments of unused accumulated sick leave in excess of their hours accumulated as of March 31, 1978 as follows:
 - 1.) Eligible employees as described above shall be paid for 50 percent of their unused accumulated sick leave which is in excess of their balance as of March 31, 1978.
 - 2.) The employee's average hourly salary as of March 31 of each year following March 31, 1978 shall be the rate of pay at which sick leave hours prescribed in (a) above shall be paid.

ARTICLE XVIII- TEMPORARY DISABILITY

Section 1: Employees who have a temporary disability which prevents them from working and who have exhausted all sick leave benefits may be allowed unpaid medical leave for a period not to exceed six (6) months provided all of the following conditions are met:

- a.) the temporary disability is verified by a physician selected by the City;
- b.) the disability is temporary in nature;
- c.) the physician selected by the City certifies that the employee has a reasonable chance to fully recover from the disability and return to work within six (6) months;
- d.) the employee files a request for the unpaid medical leave within seven (7) calendar days after the exhaustion of his/her sick leave; and
- e.) approval is granted by the employee's department manager, the ~~Personnel~~ Human Resources Director and the City Manager;
- f.) unpaid medical leave beyond six (6) months may be granted for an additional six (6) months provided all of the above listed conditions are met.

ARTICLE XIX- OTHER LEAVE BENEFITS:

Section 1: All probationary and full-time, regular employees shall be allowed up to 24 hours of paid leave for a death in the employee's immediate family. For bereavement leave purposes, immediate family shall be defined as the employee's or his/her spouse's mother, father, stepmother, stepfather, brother, step-brother, sister, step-sister, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, husband or wife, grandparents, grandchildren, step grandchildren, or any other person who lives in the same household as the employee. In addition, employees shall be allowed one (1) day of leave on the day of a funeral of an employee's brother's wife, sister's husband or step-grandparents. Vacation, holiday, personal, compensatory, or bonus leave may be utilized by the employee for this one day or the leave may be taken unpaid.

Section 2: Employees who are determined by the City or the Illinois Industrial Commission to have an injury which is compensable under the Illinois Workers' Compensation Act shall be paid for hours of work lost on the day of the injury as if the employee actually worked such hours and shall be paid for hours of work lost the next three days at two-thirds their average rate of pay.

The accrual of sick, vacation and bonus leave will temporarily cease after an injured employee has been collecting total temporary disability (TTD) pay for one continuous year. Accrual will begin again when the employee returns to full duty or light duty.

Section 3: Employees who are members of regular reserve units of the Armed Forces or the National Guard shall be paid the difference between their regular salary and the salary they earn while on active duty provided their active duty salary is less than their regular salary. This benefit shall be allowed up to a maximum of fourteen (14) calendar days per year.

Section 4: Special leave may be allowed with pay for employees to attend training sessions, professional conferences, and other types of meetings, educational seminars which are beneficial to the employee in the performance of his/her duties. Special leave requires the approval of the department manager and the City Manager.

Section 5: Leaves of absence without pay may be granted for periods of up to one (1) year in length subject to the approval of the department manager, the Personnel Human Resources Director and the City Manager. Leaves of absence may be granted for various reasons which serve the mutual benefit of the employee and the City.

Section 6: The City may require employees who qualify for Family Medical Leave Act (FMLA) leave to first use leave granted under this agreement and reduce their FMLA Leave in an equal amount.

Section 7: An employee who is required during his regularly scheduled work hours shall be paid the difference between the jury fees and allowances and his regular base rate of pay for all regularly scheduled hours of work missed because of jury duty. Those positions (Telecommunicator, Police Customer Service Assistant) who work 2nd or 3rd shift shall have their shift reduced by the number of hours spent in jury duty on that part of the work day and shall be required to turn over to the City any jury fees and allowances.

Section 8: Upon mutual agreement of the City and an employee covered by this agreement, an employee may sell back to the City unused accumulated vacation, personal, and compensatory time at the employee's current hourly rate of pay. Telecommunicators and Police Customer Service Assistant personnel may also request to sell back unused holiday time at the employee's current hourly rate of pay. Said time requested to be sold back will be reimbursed through the City's regular payroll system and will be treated as income.

Section 9: In the event of a personal emergency and the notification of his supervisor, an employee will be released from duty as soon as the situation can be made safe for the general public and the other employees. The employee will return to duty as soon as possible and justify the leave to his supervisor. If the supervisor agrees with the need for the emergency leave, the employee may take the lost time as approved leave without pay or paid leave if the circumstances satisfy the use of that paid leave. If the supervisor does not agree with the need for emergency leave, the lost time will be considered as an unpaid, unexcused absence and the employee may be subject to disciplinary action.

Section 10: The bargaining unit, and not each member of the bargaining unit, shall be allowed up to thirty (30) days each year without pay to attend state and international conventions and/or state or area-wide meetings provided thirty (30) days notice is given and does not cause the City to be under minimum manning.

ARTICLE XX- HEALTH INSURANCE AND PENSION:

Section 1: The subject of health insurance has been deferred to the City of Rock Island Health Care Planning Committee by the Agreement for Labor/Management Health Care Planning Committee.

Section 2: Qualified employees shall receive benefits under the Illinois Municipal Retirement Fund and the City shall pay its share of the contribution and the employees shall pay their share of the contribution.

ARTICLE XXI- EDUCATIONAL REIMBURSEMENT:

Section 1: Employees shall be eligible for partial reimbursement for the cost of books and tuition for training related to work and/or training approved by the Department Manager, Personnel Human Resources Director and City Manager subject to the following conditions:

- a) All requests for reimbursement shall be applied for and approved prior to the beginning of the class/training.
- b) Approved reimbursement shall be paid only after successful completion of the class/training and submission of proper documentation (receipt, canceled check, etc.)
- c) ~~Approved reimbursement shall be at a rate of 50% of the costs for books and tuition and shall not exceed \$500.00 per fiscal year per employee.~~ Approved reimbursements shall be at a rate of 100% of the costs for books and tuition and shall not exceed \$2,000 per fiscal year per employee.
- d) Reimbursement shall not be made if employees are eligible for reimbursement from other sources.

ARTICLE XXII- PARKING/UNIFORMS/WORK BOOTS

Each employee housed in City Hall/Police Station shall receive an employee parking permit. Employees will receive a downtown parking permit that allows vehicles to park in any unreserved, unmetered space in the parking ramp, Lot C, Lot D and Lot E on first come-first served basis.

Effective, April 1, 2007, the following personnel are required to wear city issued uniforms and work clothing when operating in the field: Parking Enforcement Attendant I and II, Laboratory Technician, Chemist, Community Service Officer, Engineering Technician I and II, Technical Service Assistant, Construction Officer, Housing

Inspector, Health Inspector, Combination/Plumbing Inspector, Combination/Mechanical Inspector and Combination/Electrical Inspector.

~~All employees who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City.~~

All employees who are required to wear uniforms or work clothing, as set forth above, will be issued five (5) tops and one (1) jacket. Pants approved by their immediate supervisor will be purchased by the employee and employees will be reimbursed up to \$200.00 for five (5) pairs of pants. Employees who are provided with uniforms or work clothing will report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City.

The City shall provide all the required patches.

The Union will have input into uniform selection. If the Union and City do not agree with the uniform choice, the City shall select the uniform worn by employees.

Expenses incurred for the rental of uniforms and work clothing for employees represented by Local #988 shall be paid by the City of Rock Island as directed by the City Council.

City shall provide replacement uniforms for those employees required to wear uniforms as directed by department manager, including Police Customer Service Assistants, provided the employee turns in the worn out articles.

All uniforms and work clothing remain the property of the City and are only to be used in accordance with departmental work. Upon separation, all items must be returned (or accounted for) by the employee before their final paycheck will be issued.

Engineering Technicians I, Engineering Technicians II, Housing Inspector, Health Inspector, Combination Inspectors, GIS Specialists, Housing and Property Maintenance Inspectors and Technical Service Assistants represented by Local #988, Chapter B, who are required to wear safety work boots by their department head will be provided with employer approved safety work boots on an as needed basis to be determined by the department head. Only steel toed or safety toed boots will be approved by the City. The employee will be reimbursed up to ~~\$90.00~~ \$120.00 per pair. All employees must wear steel toed or safety toed boots at all times in the field. The safety toed boots must be approved by the City from an approved source.

ARTICLE XXIII- EMPLOYEE ASSISTANCE PROGRAM:

In all disciplinary cases, the supervisory personnel responsible for determining the appropriate disciplinary action to be taken may offer the employee involved the option of accepting a referral to the Employee Assistance Program in lieu of immediate disciplinary action. The employee involved may when given the option, elect to serve the appropriate discipline or he/she may elect to accept the referral to the E.A.P. Once the appropriate

supervisory personnel have offered the option of an E.A.P. referral in lieu of immediate disciplinary action, it is the employee who must decide which alternative he/she wishes to accept. Employees may not elect an E.A.P. referral when it is not offered, nor can a supervisor force an employee to accept an E.A.P. referral once it is offered.

Section 1: In cases where an E.A.P. referral is offered and accepted by the employee in lieu of immediate disciplinary action, the disciplinary action shall be temporarily waived.

Section 2: An employee who accepts a referral to the E.A.P. in lieu of immediate disciplinary action, shall be subject to said disciplinary action at all times during the referral and treatment process until documentation has been received by the E.A.P. Coordinator certifying the employee's successful completion of the counseling /treatment program as prescribed by the E.A.P. referral agency.

Section 3: The disciplinary action as determined and documented by the appropriate supervisory personnel shall be administered immediately if any of the following cases occur:

- a) The employee accepting the E.A.P. referral fails to or refuses to appear at the E.A.P. referral agency after being scheduled to do so by the E.A.P. Coordinator.
- b) The employee accepting the E.A.P. referral refuses to authorize the E.A.P. referral agency to obtain or the E.A.P. Coordinator to provide the employee's work performance.
- c) The employee accepting the E.A.P. referral refuses to accept counseling or referral to another service agency for counseling and/or treatment after the initial assessment and evaluation.
- d) The employee accepting the E.A.P. referral fails to successfully complete the counseling and/or treatment program as determined by the E.A.P. referral or service agency.
- e) The employee accepting the E.A.P. referral fails to correct and/or improve his/her work performance, attendance and/or behavior which led to the E.A.P. referral.

Section 4: Upon the employee's successful completion of the counseling /treatment program, as documented by the E.A.P. Coordinator, the disciplinary action initiated the employee's referral to the Employee Assistant Program shall be abated. Notification will be sent to the employee and his/her department manager from the E.A.P. Coordinator stating that the employee has successfully completed the Employee Assistant Program referral in lieu of serving the disciplinary action and that said disciplinary action is now abated. A copy of this notification shall be placed in the employee's personnel file. Documentation of behavior which led to the original E.A.P. referral was successfully completed by the employee in lieu of the specified disciplinary action. The successful completion of an E.A.P. referral shall not interrupt the progressive disciplinary process. If an employee

successfully completes an E.A.P. referral, he/she shall still be subject to even more severe disciplinary action for future incidents of unacceptable behavior.

ARTICLE XXIV-LABOR/MANAGEMENT MEETINGS

Representatives of the union and management representatives including staff representatives, may meet at mutually agreed upon times at the request of either party to discuss matters of mutual interest, exchange information, resolve potential conflicts and improve general communications.

ARTICLE XXV- SAVINGS CLAUSE:

Section 1: Should any article, section, portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision.

Upon the issuance of such a decision, the article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction. The City shall attempt to give the Union opportunity to comment in advance so long as the City is not prevented from making the change as required by law.

ARTICLE XXVI- RESIDENCY

Section 1: Employees hired after June 11, 1991, must live in Illinois. For residency purposes only, all employees must report within 60 minutes after being called into work for an overtime assignment.

ARTICLE XXVII- ENTIRE AGREEMENT:

Section 1: The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right and 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, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

Section 2: The City and the Union want this agreement to be the basis of all rights and duties between them so that both parties are clear as to their rights and duties. Therefore, all past practices, oral agreements and written agreements existing prior to the date of this agreement which are not contained in this agreement are null and void.

ARTICLE XXVIII- AMENDMENT AND MODIFICATION:

Section 1: It is understood and agreed that this contract shall not be varied or amended by oral agreement or by custom or practice, and except as otherwise provided in this Agreement, the failure of either party at any time or from time to time to exercise any right under the Agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise or insist upon strict compliance thereafter. This Agreement can only be amended by mutual written agreement.

ARTICLE XXIX- DURATION:

Section 1: This agreement shall be effective on the date of signing, and shall remain in full force and effect until Sunday at midnight on the ~~29th of March 2015~~ 30th of March 2015 and shall thereafter be continued for yearly periods unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) days before ~~March 29, 2015~~ December 31, 2019, or any subsequent annual expiration date.

Section 2: Upon termination of this agreement, all benefits hereunder shall be terminated and shall not survive the agreement.

This Agreement is hereby signed and approved this _____ day of _____, ~~2012~~ 2015.

CITY OF ROCK ISLAND, ILLINOIS:

AFSCME LOCAL #988, CHAPTER B

By: _____
CITY MANAGER

BY: _____
Chapter B Chairperson

Date: _____

Date: _____

Attest: _____
CITY CLERK

Attest: _____
Committee Member

Tentative Agreement Between
American Federation of State, County and
Municipal Employees, Local 988, Chapter B
and
The City of Rock Island

American Federation of State, County and Municipal Employees, Local 988-Chapter B and The City of Rock Island agree the stated below six memorandums that currently exist in the current contract, April 1, 1998 to March 31, 2001, will remain part of the contract language.

The six memorandums are:

- 1. Memorandum of Agreement, Implementation of Internal Classification Study. Dated April 13, 1998.**
- 2. Memorandum of Agreement between the City of Rock Island and AFSCME Local #988-Chapter B regarding Amendments to Dress Code for RICOMM Employees. Dated: April 28, 1998/May 6, 1998**
- 3. Memorandum of Agreement Between The City of Rock Island and AFSCME Local 988-Chapter B Regarding Designated Smoking Areas in City Facilities. Dated January 27, 1998.**
- 4. Memorandum of Agreement Between The City of Rock Island and AFSCME Local 988-Chapter B Regarding Labor/Management Committee To Review and Revise Performance Evaluation and Merit Pay for Performance Plans. Dated April 28, 1998/May 6, 1998.**
- 5. Personnel Department Memorandum, Selection Of Vacation Periods For AFSCME B Employees. Dated March 10, 1998.**
- 6. Rock Island Police Department Interoffice Correspondence, General Order 155, Selection of Vacation Periods and Sundays Off For AFSCME-B. Dated April 13, 1998.**

AFSCME 988-B

Date

City of Rock Island

Date

MEMORANDUM OF A AGREEMENT

SUBJECT: Implementation of Internal Classification Study

Date: April 13, 1998

The parties hereby agree that the document known as the Study of the Position Classification Plan and Internal Pay Relationships Covering Selected Employees as developed by the PAR Group and as recommended by the Employee Classification and Pay Committee shall be implemented as of April 1, 1998, with new position titles, class specifications, and pay ranges as recommended by the committee taking effect as of that date. The only exception to the committee's recommendation shall be a change in title for the current front desk employees in the Police Department. This position shall be classified as Police Customer Service Assistant rather than Police Customer Service Representative.

The parties upon the following method for implementing the new pay ranges for employees covered by the AFSCME Local #988, Chapter B:

1. Employees in their new proposed range who are still eligible for step increases shall be moved to the next highest step in the pay range and should continue to receive step increases.
2. Employees in their new proposed who are not eligible for step increases shall maintain their current pay.
3. Employees below their new proposed range should be moved to the minimum of their new range. If eligible for step increases, the employees will continue to receive them.
4. Employees above their new proposed range shall be paid a general wage increase only sufficient to place the employee at the maximum of the new range each year. Any amount of a general wage increase for these employees that would raise an employee's wage above the maximum range shall be paid as a bonus per pay period until such time as the maximum range for the position equates to the employee's wage. For example, an employee earning a salary that is 4% above the maximum range of the position will, if a 3% general wage increase is awarded, earn a 3% bonus not added to the base wage for the first year of the contract. The following year, if a 3% general wage increase is awarded, the employee will receive a 2% general wage increase added to the employee's base wage. In addition, the employee will be paid a 1% bonus not added to the base wage over the course of the year. The following year, the employee will be within the maximum range and will receive the standard general wage increase.

CITY OF ROCK ISLAND, ILLINOIS:

BY: *J. K. Collins*
City Manager

DATE: April 21, 1998

Attest: *James F. Padden*
City Clerk

AFSCME LOCAL #988 CHAPTER B:

BY: *Shay J. Bellini*
AFSCME B Representative

DATE: May 6, 1998

Attest: *Francis J. Bauer*
Secretary

Memorandum of Agreement between the City of Rock Island and AFSCME Local #988
Chapter B
regarding Amendments to Dress Code for RICOMM Employees

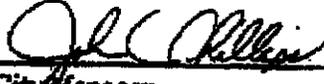
The parties agree that the Rock Island Police Department Operations Manual section titled Personal Appearance shall be changed as follows:

1. Section VI. Civilians, Paragraph B shall be amended to read as follows:

B. During duty hours, suitable business attire should be worn. Split skirts (with the exception of the longer, below the knee style), sweat suits, jeans, tee shirts, snug fitting or spandex stirrup pants and other casual apparel are not appropriate attire. Employees working in a non-office environment which may expose them to dirt, grease, chemicals or other annoying elements, however, may wear jeans provided they present a well groomed appearance and have received prior approval. Employees in the Rock Island Communications Center (RICOMM) shall be allowed to wear jeans, nice casual shirts and sweatshirts, and tennis shoes while working within the RICOMM area.

2. The remainder of the Operations Manual, Personal Appearance shall remain unchanged.

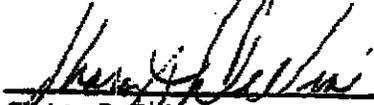
Agreed to by the parties on the date listed below.



City Manager

4/28/98

Date



Chapter B Chairperson

May 6, 1998

Date

Eliminate from Contract
2-27-04

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ROCK ISLAND AND
AFSCME LOCAL #988-CHAPTER B REGARDING DESIGNATED
SMOKING AREAS IN CITY FACILITIES

JANUARY 27, 1998

The parties agree that the following areas in facilities owned and operated by the City of Rock Island and in which employees of AFSCME #988-B perform their duties shall have the following designated areas for smoking. In addition, the parties agree that any other areas not specifically listed here shall be designated as smoke-free, unless said areas are specifically covered by another labor agreement between the City and another group of employees.

1. 1309 Mill St.-
 - a. Equipment Maintenance shop are, parts room, and equipment maintenance private offices
 - b. Electrical Maintenance area
 - c. Lunch room, except during the hours of 12:30 pm to 1:30 pm during which time the lunch room shall be smoke free
2. 1301 Mill St.- Westernmost 48 feet of the garage area
3. Water Pumping Station- Portion of employee break room
4. Mill Street Wastewater Plant- Engine room
5. Water Plant -
 - a. Current plant configuration-Entire facility, except for lab area
 - b. After new plant is completed-existing locker room will be converted to smoking room and remainder of plant will be smoke free
6. Marina- Garage area
7. City Hall-
 - a. Facility Technician workshop
 - b. ~~Finance Dept. 1st Floor break room~~
 - c. 3rd floor break room
8. Police Station-
 - a. Converted men's room on second floor of building by Criminal Investigations Bureau

In addition, the City agrees that it will provide proper ventilation in each of these designated facilities so as to minimize the intrusion of smoke from these areas into the smoke-free area of the facilities.

Agreed to on the dates listed below by both parties.

for RT Hawes
City Manager
3/8/04
Date

D. R.
Peter Clarys
Chapter B Chairperson
02-08-04
Date

Eliminate from contract

Memorandum of Agreement between the City of Rock Island and AFSCME-Local #988,
Chapter B regarding Labor/Management Committee to review and revise Performance
Evaluation and Merit Pay for Performance Plans

The City of Rock Island and members of Local #988, Chapter B agree to work together and with other bargaining units in a cooperative effort to review the City's existing Performance Evaluation and Merit Pay for Performance programs and develop agreed upon changes to those programs or completely new programs to improve their effectiveness.

The labor/management committee shall include 4 representatives of city management, 2 representatives of the union plus the union's field representative if available, and other bargaining units electing to participate with each group selecting its representatives. The committee participants shall be charged with working together in a consensus-based model similar to the operation of the City of Rock Island Health Care Planning Committee to develop new evaluation and/or merit pay programs for employees covered by the groups represented on the Committee. It is expected that the Committee will first focus on the performance evaluation system and then the pay for performance program.

The Committee shall have a period of six months from the date of inception to complete its review and agree upon the necessary modifications to the programs unless the Committee reaches consensus that an extension is necessary. It shall be the responsibility of the members of the Committee to keep his/her group informed of the progress of the Committee and to solicit feedback from the group on possible changes to the programs.

Agreed to by the parties on the date listed below.

[Signature]
City Manager

[Signature]
Chapter B Chairperson

4/29/98
Date

May 6, 1998
Date

ROCK ISLAND POLICE DEPARTMENT
INTEROFFICE CORRESPONDENCE

FILE COPY

TO: All Personnel
Anthony R. Scott
FROM: Chief of Police
SUBJECT: General Order 155
Selection of Vacation Periods and Sundays Off for AFSCME-B

DATE: April 13 1998

I. PURPOSE

The purpose of this General Order is to establish compliance with an agreement between the City of Rock Island and AFSCME-B members as it relates to the Selection of Vacation Periods and Sundays Off for AFSCME-B members.

II. CANCELLATION

This General Order shall supersede, modify, cancel and/or revised where indicated General Order 151.

III. EFFECTIVE

This Order shall become effective immediately.

IV. POLICY

- A. Supervisors within the Police Department shall utilize the contents of the attached memo from Daniel A. Allen, Personnel Director, entitled "Selection of vacation periods for AFSCME-B employees" dated March 10, 1998, as the Department's official policy for handling the Selection of Vacation Periods and Sundays Off for AFSCME-B members.
- B. Employees of this bargaining unit (AFSCME-B) who are scheduled to work on Sundays will be granted a maximum of 4 Sundays they can take off utilizing their own vacation, personal days, holidays or comp time in addition to their approved blocks of vacation time off requested in February of each year.

ANTHONY R. SCOTT
Chief of Police

ARS/slo

MEMORANDUM
PERSONNEL DEPARTMENT

TO: Anthony R. Scott, Police Chief

SUBJECT: Selection of vacation periods for AFSCME B employees

Date: March 16, 1998

In the March 9, 1998 bargaining session with AFSCME Local #988, Chapter B representatives, it came to light that the process being utilized by the Police Department employees to select vacation periods was different than the process currently utilized by the other departments and specified in the contract. Per Article XV-VACATION, Section 7, employees within the department shall select their vacation periods in February of each year according to each employee's seniority, subject to the staffing requirements specified by each division manager.

Therefore, the department's practice of scheduling vacation by seniority in blocks should be discontinued and replaced with simply allowing the most senior employee each year to select his/her vacation periods for the coming year, then allowing the next most senior employee to select his/her periods, then the next most senior, and so on.

Because we just passed the February sign up date, AFSCME B president Mary DeVine spoke with Captain Anderson after the bargaining session concluded and discussed a one week extension of the seniority sign-up period from the date of receipt by you of this memorandum, allowing the most senior employee to select any currently available days (i.e. no "bumping" out of less senior people who in February selected certain days off) to complete their vacation scheduling for the year and then moving through the seniority list. This is acceptable to the City to clarify the situation.

In future years, please modify the vacation selection process to conform to the process stated above. As a further point of clarification, this language covers vacation, personal, and compensatory time. Personal time includes personal leave, bonus personal leave, and personal holiday bank hours for those employees who are required to work on holidays. Finally, the resolution of the issue regarding the ability to use benefit days off in the course of the year was as follows, in addition to the clarification of the language above:

Employees who are scheduled for the year to work on Sundays will be granted a maximum of 4 Sundays off through the course of the year, requiring the City to pay overtime to fill a maximum of 4 shifts per year for each of these employees. No changes were made to the language giving the City the option of paying overtime rather than comp time, so that is still the department's choice, although an employee does have the right to request comp time instead of overtime. Should you deny such a request, I would suggest that you inform the employee of the denial in writing through return of the slip with your changes to it.

The language regarding 4 Sundays per year off should be incorporated in your work rules in an appropriate location. Please contact me should you have any questions regarding this information.

cc: Mary DeVine, AFSCME B
Robert T. Hawes, Public Works Director

Submitted By: Daniel A. Allen, Personnel Director/Assistant 

Eliminate from contract

Memorandum of Agreement
Regarding
Personnel Rules

The Personnel Department has updated the "City of Rock Island Employee Handbook and Policies and Procedures" manual to demonstrate the current policies and reflect current City practices.

This Memorandum of Agreement is intended to reflect the American Federation of State, County and Municipal Employees, Local #988, Chapter B (Union) has reviewed the manual and all policies and practices; and

The Union has provided input into the document and accepts the revised document.

City of Rock Island

John Kelly 6/18/04
Date

AFSCME, Local 988, Chapter B

Beth Cherry 06/17/04
Date

Jim Lane
Staff Rep

Eliminate from context

CITY OF ROCK ISLAND

POLICY FOR THE USE OF TOBACCO PRODUCTS IN CITY OWNED OR LEASED VEHICLES

I. PURPOSE

The City of Rock Island provides vehicles for City business purposes and the City is committed to promoting a safe and healthy work environment for employees and citizens. Since the use of and exposure to tobacco products has been linked to serious health hazards, the use of tobacco products in City-owned, operated and leased vehicles is prohibited.

II. POLICY

- A. The City of Rock Island prohibits the use of tobacco products in vehicles owned, operated or leased by the City.
- B. Any employee who violates this policy shall be subject to disciplinary action.
- C. Each City department supervisor is responsible for enforcing this policy.
- D. Use of tobacco products shall not apply to law enforcement personnel as part of any undercover work.

III. DEFINITIONS

- A. **USE OF TOBACCO PRODUCTS:** Inhaling, exhaling, burning, holding or having in one's possession a lighted cigarette, cigar, pipe or other object conducive to releasing tobacco smoke or the use of smokeless (chew, cloves and snuff) tobacco.
- B. **VEHICLE:** The term vehicle, as used in this policy includes any motorized vehicle or equipment such as cars, trucks, vans, backhoes, endloaders, street sweepers, or non-motorized mobile equipment such as bicycles.

IV. POLICY RESOURCE

City employees who wish to stop smoking or need assistance may contact the Personnel Department by phone at 732-2050.

APPROVED BY: John C. Phillips
John C. Phillips

DATE: 5/2/06

CITY OF ROCK ISLAND CELL PHONE POLICY
(Effective May 1, 2006)

I. PURPOSE

The purpose of this policy is to provide all full, part-time and seasonal employees with guidelines for the proper use of cellular phones.

II. EFFECTIVE DATE

This policy will become effective immediately upon issue.

III. POLICY

The primary purpose and use of all cellular telephone equipment and related services obtained by expenditure of City of Rock Island funds shall be to conduct City of Rock Island business.

It is the policy of the city to use cellular telephones in the course of department operations and enhance departmental communication. Cellular phones may be used by members to conduct official business when the use of radio communication or hard line telephones is inappropriate, unavailable, or inadequate to meet communication needs and when the cellular phone is used in accordance with this policy.

IV. DEFINITIONS

Disruptive Activity: *Any time that cellular phone operations would be considered disruptive, such as in meetings, training sessions, or public places when their use would reasonably be deemed annoying and intrusive.*

Distraction: *Any time the use of a cellular phone would unnecessarily or unreasonably divert the attention of a member from official duties and/or cause a potential hazardous situation.*

V. PROCEDURES

A. City Owned Cellular Phones

1. In some cases, the city will furnish an employee with a city-owned cellular telephone. City-owned cellular phones are authorized for official city business.

2. Cellular phones may be used to conduct city-related business or departmentally managed assignments.

Cellular telephones are an augmentation to the department's communication system not a substitute for radio communication designated for transmission through the city's communication system. Approved cellular telephone usage includes but is not limited to the following types of communications:

- a. Conveyance of sensitive or restricted information;
- b. Lengthy communication between supervisors;
- c. Communication beyond normal radio range; and
- d. Incidents in which use of a hard line telephone would be appropriate but where one is not available.

4. Cellular phone numbers should not normally be provided to the public. Exceptions may be made when immediate future contact between an employee and the other person may be critical.

5. Employees may not operate city-owned vehicles and equipment while using cellular phones unless emergency circumstances exist and other means of communication are not available with an exception of hands-free operational devices where authorized by a supervisor. Employees are to stop vehicles or equipment in a safe position before answering or speaking on cellular phones.

6. Cellular phone use should be limited and clearly linked to business necessity. Cell phone bills are not private. Random and periodic audits of department issued cellular phone use may be made at the department's discretion.

The department manager will decide which employees need to carry a cellular phone to conduct city business. These employees are required to respond to cellular telephone calls from the city at all times except while on paid leave.

7. Cellular phones should not be used if they may be disruptive to others or a distraction to the public. Photo messaging capabilities are prohibited unless clearly linked to business necessity.

B. Personal Cellular Phones

Employees will be permitted to carry a personal cellular telephone at work provided the personal cellular telephone is turned off during the employee's work hours. Cellular telephones are only to be used for personal business while the employee is on scheduled breaks. If an exception is needed by the employee, he/she must obtain written approval from their department manager.

**CITY OF ROCK ISLAND
CELL PHONE REQUEST APPROVAL**

To: Department Manager

Date: _____

From (Employee): _____ Position/Title: _____

An employee must have a legitimate need to use a personal cellular phone during work hours and the employee's department manager must approve the use of it. The employee must complete a request for cell phone approval that must be signed by the department manager. If the request is granted, the employee must adhere to the following rules:

1. All employees are prohibited from using personal cellular during work hours, unless the employee obtains written approval from their department manager.

There are a couple reasons why an employee may need to carry a cell phone, such as: the employee has traveled out of the work area covered by radio transmission or lacks a radio in their vehicle; and, the employee has no means to communicate while on the job.

2. The employee will provide the department manager with their cellular phone number and inform him/her of any change in phone numbers.

3. If a department manager approves the use of a personal cellular phone, the same restrictions will apply as stated in the procedures for city owned cellular phones.

4. Employees using cellular phones will hold their conversation at a private location removed from public view.

5. The City of Rock Island or its' employees will not be held responsible for lost or damaged personal cellular telephones.

The employee's signature on the form evidences that the employee has read and understands the cell phone policy and will adhere to the rules regulating cell phone usage in the agreement.

Employee Requesting: _____

Approved: _____
Department Manager

Date: _____

Eliminate from Contract

Memorandum of Agreement Regarding Step Increases for Roy Melton and Mike Crow

Roy Melton and Mike Crow will continue to earn annual step increases according to the contract provisions until they reach Step G. At that time, they will move into the merit range and earn merit increases in the same manner as other employees represented by AFSCME Local 988, Chapter B.

RT Hawin 5/2/07
City of Rock Island Date

Amir Lewis 5-2-07
AFSCME Local 988, Chapter B Date

A.L. 05/02/07

Appendix A

PROPOSED PAY STRUCTURE, FY 2015
AFSCME LOCAL #988, CHAPTER B, EFF. 3/30/15 (2.25%)

GRADE	CLASSIFICATION	CLASS CODE	STEP							LOW MERIT	HIGH MERIT	
			A	B	C	D	E	F	G			
CO12	INFORMATION SYS SPECIALIST I	820	\$41,639	\$43,720	\$45,906	\$48,202	\$50,612	\$53,143	\$55,800	\$55,800	\$64,594	ANNUAL
	CONSTRUCTION OFFICER	825	\$20,0185	\$21,0195	\$22,0704	\$23,1740	\$24,3326	\$25,5493	\$26,8267	\$26,8267	\$31,0547	HOURLY
	JUNIOR ACCOUNTANT	826										
	HOUSING INSPECTOR	827										
	HEALTH INSPECTOR	828										
	COMBINATION/PLUMBING INSPECTOR	829										
	COMBINATION/MECHANICAL INSPECTOR	830										
	COMBINATION/ELECTRICAL INSPECTOR	831										
PROPERTY & MAINTENANCE HOUSING INSPECTOR	840											
CO13	URBAN PLANNER II	832	\$43,720	\$45,906	\$48,202	\$50,612	\$53,143	\$55,800	\$58,590	\$58,590	\$67,824	ANNUAL
	CHEMIST	833	\$21,0195	\$22,0704	\$23,1740	\$24,3326	\$25,5493	\$26,8267	\$28,1681	\$28,1681	\$32,6075	HOURLY
	POLICE CRIMINALIST	834										
	LAND & DEVELOP PROGRAM COORDINATOR	835										
CO14	NONE ASSIGNED		\$45,906	\$48,202	\$50,612	\$53,143	\$55,800	\$58,590	\$61,519	\$61,519	\$71,215	ANNUAL
			\$22,0704	\$23,1740	\$24,3326	\$25,5493	\$26,8267	\$28,1681	\$29,5765	\$29,5765	\$34,2379	HOURLY
CO15	INFORMATION SYS SPECIALIST II	824	\$48,202	\$50,612	\$53,143	\$55,800	\$58,590	\$61,519	\$64,595	\$64,595	\$74,775	ANNUAL
			\$23,1740	\$24,3326	\$25,5493	\$26,8267	\$28,1681	\$29,5765	\$31,0553	\$31,0553	\$35,9497	HOURLY

PROPOSED PAY STRUCTURE, FY 2016
AFSCME LOCAL #988, CHAPTER B, EFF. 1/04/16 (2.00%)

GRADE	CLASSIFICATION	CLASS CODE	CLASS							LOW MERIT	HIGH MERIT	
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G			
CO12	INFORMATION SYS SPECIALIST I	820	\$42,471	\$44,595	\$46,825	\$49,166	\$51,624	\$54,205	\$56,916	\$56,916	\$65,886	ANNUAL
	CONSTRUCTION OFFICER	825	\$20,4189	\$21,4398	\$22,5118	\$23,6374	\$24,8193	\$26,0603	\$27,3633	\$27,3633	\$31,6758	HOURLY
	JUNIOR ACCOUNTANT	826										
	HOUSING INSPECTOR	827										
	HEALTH INSPECTOR	828										
	COMBINATION/PLUMBING INSPECTOR	829										
	COMBINATION/MECHANICAL INSPECTOR	830										
	COMBINATION/ELECTRICAL INSPECTOR PROPERTY & MAINTENANCE HOUSING INSPECTOR	831 840										
CO13	URBAN PLANNER II	832	\$44,595	\$46,825	\$49,166	\$51,624	\$54,205	\$56,916	\$59,761	\$59,761	\$69,180	ANNUAL
	CHEMIST	833	\$21,4398	\$22,5118	\$23,6374	\$24,8193	\$26,0603	\$27,3633	\$28,7314	\$28,7314	\$33,2596	HOURLY
	POLICE CRIMINALIST	834										
	LAND & DEVELOP PROGRAM COORDINATOR	835										
CO14	NONE ASSIGNED		\$46,825	\$49,166	\$51,624	\$54,205	\$56,916	\$59,761	\$62,749	\$62,749	\$72,639	ANNUAL
			\$22,5118	\$23,6374	\$24,8193	\$26,0603	\$27,3633	\$28,7314	\$30,1680	\$30,1680	\$34,9226	HOURLY
CO15	INFORMATION SYS SPECIALIST II	824	\$49,166	\$51,624	\$54,205	\$56,916	\$59,761	\$62,749	\$65,887	\$65,887	\$76,271	ANNUAL
			\$23,6374	\$24,8193	\$26,0603	\$27,3633	\$28,7314	\$30,1680	\$31,6764	\$31,6764	\$36,6687	HOURLY

PROPOSED PAY STRUCTURE, FY 2017
AFSCME LOCAL #988, CHAPTER B, EFF. 1/02/17 (2.25%)

GRADE	CLASSIFICATION	CLASS	STEP							LOW MERIT	HIGH MERIT	
		CODE	A	B	C	D	E	F	G			
CO12	INFORMATION SYS SPECIALIST I	820	\$43,427	\$45,598	\$47,878	\$50,272	\$52,786	\$55,425	\$58,196	\$58,196	\$67,368	ANNUAL
	CONSTRUCTION OFFICER	825	\$20,8784	\$21,9223	\$23,0184	\$24,1694	\$25,3778	\$26,6467	\$27,9791	\$27,9791	\$32,3887	HOURLY
	JUNIOR ACCOUNTANT	826										
	HOUSING INSPECTOR	827										
	HEALTH INSPECTOR	828										
	COMBINATION/PLUMBING INSPECTOR	829										
	COMBINATION/MECHANICAL INSPECTOR	830										
	COMBINATION/ELECTRICAL INSPECTOR	831										
PROPERTY & MAINTENANCE HOUSING INSPECTOR	840											
CO13	URBAN PLANNER II	832	\$45,598	\$47,878	\$50,272	\$52,786	\$55,425	\$58,196	\$61,106	\$61,106	\$70,737	ANNUAL
	CHEMIST	833	\$21,9223	\$23,0184	\$24,1694	\$25,3778	\$26,6467	\$27,9791	\$29,3780	\$29,3780	\$34,0081	HOURLY
	POLICE CRIMINALIST	834										
	LAND & DEVELOP PROGRAM COORDINATOR	835										
CO14	NONE ASSIGNED		\$47,878	\$50,272	\$52,786	\$55,425	\$58,196	\$61,106	\$64,162	\$64,162	\$74,274	ANNUAL
			\$23,0184	\$24,1694	\$25,3778	\$26,6467	\$27,9791	\$29,3780	\$30,8469	\$30,8469	\$35,7085	HOURLY
CO15	INFORMATION SYS SPECIALIST II	824	\$50,272	\$52,786	\$55,425	\$58,196	\$61,106	\$64,162	\$67,370	\$67,370	\$77,987	ANNUAL
			\$24,1694	\$25,3778	\$26,6467	\$27,9791	\$29,3780	\$30,8469	\$32,3893	\$32,3893	\$37,4939	HOURLY

PROPOSED PAY STRUCTURE, FY 2018
AFSCME LOCAL #988, CHAPTER B, EFF. 1/01/18 (2.40%)

GRADE	CLASSIFICATION	CLASS CODE	CLASS									LOW MERIT	HIGH MERIT	
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G					
CO12	INFORMATION SYS SPECIALIST I	820	\$44,469	\$46,693	\$49,027	\$51,479	\$54,053	\$56,755	\$59,593	\$59,593	\$68,985	ANNUAL		
	CONSTRUCTION OFFICER	825	\$21,3795	\$22,4485	\$23,5709	\$24,7494	\$25,9869	\$27,2862	\$28,6506	\$28,6506	\$33,1660	HOURLY		
	JUNIOR ACCOUNTANT	826												
	HOUSING INSPECTOR	827												
	HEALTH INSPECTOR	828												
	COMBINATION/PLUMBING INSPECTOR	829												
	COMBINATION/MECHANICAL INSPECTOR	830												
	COMBINATION/ELECTRICAL INSPECTOR PROPERTY & MAINTENANCE HOUSING INSPECTOR	831 840												
CO13	URBAN PLANNER II	832	\$46,693	\$49,027	\$51,479	\$54,053	\$56,755	\$59,593	\$62,573	\$62,573	\$72,435	ANNUAL		
	CHEMIST	833	\$22,4485	\$23,5709	\$24,7494	\$25,9869	\$27,2862	\$28,6506	\$30,0831	\$30,0831	\$34,8243	HOURLY		
	POLICE CRIMINALIST	834												
	LAND & DEVELOP PROGRAM COORDINATOR	835												
CO14	NONE ASSIGNED		\$49,027	\$51,479	\$54,053	\$56,755	\$59,593	\$62,573	\$65,701	\$65,701	\$76,056	ANNUAL		
			\$23,5709	\$24,7494	\$25,9869	\$27,2862	\$28,6506	\$30,0831	\$31,5872	\$31,5872	\$36,5655	HOURLY		
CO15	INFORMATION SYS SPECIALIST II	824	\$51,479	\$54,053	\$56,755	\$59,593	\$62,573	\$65,701	\$68,987	\$68,987	\$79,859	ANNUAL		
			\$24,7494	\$25,9869	\$27,2862	\$28,6506	\$30,0831	\$31,5872	\$33,1666	\$33,1666	\$38,3938	HOURLY		

PROPOSED PAY STRUCTURE, FY 2019
AFSCME LOCAL #988, CHAPTER B, EFF. 12/31/18 (3.00%)

GRADE	CLASSIFICATION	CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	LOW MERIT	HIGH MERIT	
		CODE										
CO12	INFORMATION SYS SPECIALIST I	820	\$45,803	\$48,094	\$50,498	\$53,023	\$55,674	\$58,458	\$61,381	\$61,381	\$71,055	ANNUAL
	CONSTRUCTION OFFICER	825	\$22,0209	\$23,1219	\$24,2780	\$25,4919	\$26,7665	\$28,1048	\$29,5101	\$29,5101	\$34,1610	HOURLY
	JUNIOR ACCOUNTANT	826										
	HOUSING INSPECTOR	827										
	HEALTH INSPECTOR	828										
	COMBINATION/PLUMBING INSPECTOR	829										
	COMBINATION/MECHANICAL INSPECTOR	830										
	COMBINATION/ELECTRICAL INSPECTOR	831										
PROPERTY & MAINTENANCE HOUSING INSPECTOR	840											
CO13	URBAN PLANNER II	832	\$48,094	\$50,498	\$53,023	\$55,674	\$58,458	\$61,381	\$64,450	\$64,450	\$74,608	ANNUAL
	CHEMIST	833	\$23,1219	\$24,2780	\$25,4919	\$26,7665	\$28,1048	\$29,5101	\$30,9856	\$30,9856	\$35,8690	HOURLY
	POLICE CRIMINALIST	834										
	LAND & DEVELOP PROGRAM COORDINATOR	835										
CO14	NONE ASSIGNED		\$50,498	\$53,023	\$55,674	\$58,458	\$61,381	\$64,450	\$67,672	\$67,672	\$78,338	ANNUAL
			\$24,2780	\$25,4919	\$26,7665	\$28,1048	\$29,5101	\$30,9856	\$32,5348	\$32,5348	\$37,6625	HOURLY
CO15	INFORMATION SYS SPECIALIST II	824	\$53,023	\$55,674	\$58,458	\$61,381	\$64,450	\$67,672	\$71,056	\$71,056	\$82,255	ANNUAL
			\$25,4919	\$26,7665	\$28,1048	\$29,5101	\$30,9856	\$32,5348	\$34,1616	\$34,1616	\$39,5456	HOURLY