

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF WILMINGTON**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 31, AFL-CIO, LOCAL 1909**

**May 1, 2020 - April 30, 2023**

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## PREAMBLE

This Agreement, entered into by the City of Wilmington, Will County, Illinois, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL- CIO for and on behalf of Local 1909, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I RECOGNITION

### Section 1.1 - Recognition

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. SRC-95-53 dated March 6, 1995, and the certification issued thereon to the American Federation of State, County and Municipal Employees, Council 31, the Employer recognizes AFSCME Council 31 for and on behalf of Local 1909 as the exclusive bargaining agent for the purpose of establishing wages, hours, working conditions and other conditions of employment for all full-time and permanent part-time employees who work in the Public Works and Building City Hall and Police Civilians in the following titles:

#### UNIT:

##### Included:

All regular full and part-time employees of the City of Wilmington including laborers, water plant operators, sewage plant operators, payroll/insurance personnel, accounts payable personnel, bookkeeper/finance clerk, animal control officers, clerk-typists, clerks and water/sewer maintenance person.

##### Excluded:

All supervisory, managerial and confidential employees as excluded in the Act.

### Section 1.2 - New Classification

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper paygrade for the classification for at least thirty (30) calendar days from the date of inclusion. The pay grade originally assigned by the Employer shall remain in effect pending the parties' negotiations

The filling on any new position classification shall be done in accordance with the procedures for posting and bidding contained in the Agreement.

ARTICLE II  
NON-DISCRIMINATION

Section 2.1 - Prohibition Against Discrimination

The Employer agrees not to discriminate against any employee in any manner which would violate the laws of the United States or of the State of Illinois.

ARTICLE III  
CHECKOFF AND UNION SECURITY

Section 3.1 - Deductions

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction.

Upon notification from the Union, such authorized deductions shall be made in accordance with law and shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date. The remittance shall be accompanied by a list that shall include, name, address and the last four digits of the employee's social security number.

ARTICLE IV  
GRIEVANCE PROCEDURE

Section 4.1 – Grievance

- a. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or arising out of other circumstances or conditions of employment. Only matters relating to the application, meaning or interpretation of a specific provision of this Agreement may be submitted to arbitration.
- b. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

## Section 4.2 - Grievance Steps

### **Step 1 - Immediate Supervisor**

- (1) Any Employee, with or without the Union, shall submit the grievance, in writing, to the Employee's immediate supervisor who is outside the bargaining unit.
- (2) The written grievance shall contain a statement of the grievant's complaint, citing the specific section claimed to be violated by the Supervisor and/or Employer, specifics of the violation, and the relief sought. The written grievance shall be signed by and dated by the grievant(s). Improper grievance form, date or section citation shall not be grounds for denial of the grievance.
- (3) All grievances must be presented, not later than ten (10) working days, from the date the grievant(s) became aware of the occurrence, giving rise to the complaint. A grievance involving discharge of a bargaining unit member shall be initiated within ten (10) working days and shall be initiated as Step 2 of the grievance procedures.
- (4) The immediate Supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented.

### **Step 2 - City Administrator**

- (1) If the grievance is not resolved at Step 1, the Union may modify and present the grievance to the City Administrator, within ten (10) working days from the Step 1 response or the date the response was due, whichever is earlier.
- (2) Within ten (10) working days of receipt of the written grievance, the parties shall meet and hold discussion, in an attempt to resolve the grievance, unless the parties mutually agree otherwise.
- (3) The City Administrator shall give the written response, to the Union, within ten (10) working days, following the meeting between the parties.

### **Step 3 - Arbitration**

#### **a. Submission to Arbitration**

If the matter is not adjusted in Step 2, or if no answer is given within the time specified, the Union, by written notice to the Employer within thirty (30) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Step 3. If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet or hold other discussion to select an arbitrator. If the parties are unable to agree on an arbitrator within the ten (10) working days after the meeting, the parties shall request the Federal

Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators with offices located in Illinois or Indiana. The parties shall alternately strike the names of three (3) arbitrators, with the party requesting arbitration making the first three strikes and the other party making the last three strikes. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and the Union representatives and shall be notified of the issue where mutually agreed by the parties.

**b. Procedures**

1. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.
2. Both the Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not on duty employees of the employer.
3. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.
4. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or use the expedited arbitration procedures of the American Arbitration Association.
5. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall then equally share the total cost of recording the proceeding.

**Section 4.3 - Time Limits**

- a. Grievances may be withdrawn at any step of the Grievance Procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
- b. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

- c. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next steps.

#### Section 4.4 - Time Off, Meeting Space and Telephone Use

- a. Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back (for step one of the procedure only) on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangement with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance.
- b. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

#### Section 4.5 - Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

#### Section 4.6 - Pertinent Witnesses and Information

Except as otherwise provided in Steps 4(b) and 4(c), the Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.



## ARTICLE V DISCIPLINE

### Section 5.1 - Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a. Oral reprimand; (noted in the employees personnel file)
- b. Written reprimand;
- c. Suspension;
- d. Discharge.

Disciplinary action may be imposed upon a non-probationary employee only for just cause.

### Section 5.2 - Manner of Discipline

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

### Section 5.3 - Investigatory Interview

An employee shall be entitled to the presence of a grievance representative at an investigatory interview, if the employee requests such representation, and, if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

### Section 5.4 - Pre-Disciplinary Meeting

Except in the case of oral reprimands, prior to imposing discipline, the Employer shall meet with the employee involved and a Union representative, and inform the employee of the reasons for such disciplinary action. At the meeting, the employee shall be given the opportunity to rebut or clarify the reasons for such discipline.

### Section 5.5 - Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union, in writing, with a clear and concise statement of the reasons for the discipline.

### Section 5.6 - Purge of Personnel File

At the employee's written request, any written reprimand shall be removed from the employee's personnel file if, from the date of the reprimand, twelve (12) months have passed

without the employee receiving any additional discipline for the same or substantially similar offense.

## ARTICLE VI UNION RIGHTS

### Section 6.1 - Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, labor/management meetings, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not substantially interfere with the Employer's operations.

### Section 6.2 - Access to Premises by Union Representatives

The Employer agrees that local representatives and officer and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement.

### Section 6.3 - Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee may utilize any accumulated time (holidays, compensatory days, personal days, vacation days) in lieu of taking such without pay. The use of such time shall not be detrimental to the employee's record.

### Section 6.4 - Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at each work location. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

### Section 6.5 - Information Provided to Union

At least once each six (6) months, in May and November, the Employer shall at the Union's request notify the Union in writing of the following personnel transactions involving bargaining unit employees: New hires, promotions, reallocation, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge, and termination. In addition, the Employer shall at the

Union's request furnish the Union every six (6) months, in May and November, the current seniority rosters applicable under the seniority provisions of this Agreement. In all transactions listed above, employees' name and address. The City will provide information as required by 5 ILCS 316/6 (c).

#### Section 6.6 - Union Orientation

Each newly hired bargaining unit employee shall, during the employee's first week of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

### ARTICLE VII LABOR/MANAGEMENT COMMITTEE

The parties agree that maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern is desirable.

- a. The Employer and the Union shall conduct departmental labor-management meetings no less than once each calendar quarter.
- b. The time and place for such meetings shall be by mutual agreement.
- c. Each party shall submit an agenda to the other party at least seven (7) calendar days prior to the meeting. Discussion will be limited to the specific agenda items unless otherwise agreed by the parties.
- d. Each party shall be limited to three (3) representatives unless otherwise agreed.
- e. Unless otherwise specifically agreed by the parties, in writing, labor-management meetings shall not be used for the purpose of discussing grievances or for negotiations. Unless otherwise specifically agreed by the parties, in writing, the parties specifically agree that the results of any labor-management meeting are not to be considered as results from negotiations.

ARTICLE VIII  
SAFETY AND HEALTH

Section 8.1 - General Duty

The Employer shall provide a safe workplace in accordance with all applicable federal, state, or local laws or regulations.

Section 8.2 - Protective Clothing and Safety Equipment

Protective wearing apparel and safety equipment, including prescription safety glasses (replaced every two (2) years on prescription change), required by the nature of a job shall be provided and maintained by the employer. Where and when it is appropriate, employees will utilize protective clothing and safety equipment.

Section 8.3 - Inclement Weather Gear

In the event an employee reports for work on his/her scheduled shift and is assigned duties or an outdoor assignment exposing the employee to adverse weather conditions, the Employer shall make available for the duration of the shift, outerwear and if necessary, overshoes.

Section 8.4 - The Right to Know About Workplace Toxic

All employees shall be provided information on all toxic substances in the workplace with which they work or are likely to come in contact with. Toxic or hazardous substances shall be defined as those substances recognized or suspected of creating a potential health hazard. Information provided to employees shall include the generic and trade name of the (chemical) substance, the level of exposure considered hazardous, symptoms of hazardous exposure, long and short-term effects of hazardous exposure, data on flammability, explosiveness, and reactivity, proper use of the substance, clean-up procedures in case of spill, and emergency treatment. Employer shall not be required to provide the chemical or generic names of individual substances in chemical compounds which registered with the appropriate federal government agency as a trade secret, but shall be required to provide all other above- noted information. The above information will be found in MSDS sheets, which will be located in the employees work area.

Requests shall be made to the employer in writing. When requested, such information shall be made available immediately. Whenever requested information is not provided, employees may refuse to work with the substance(s) in question until the requested information is provided.

ARTICLE IX  
HOURS OF WORK

Section 9.1 - Regular Hours

The regular hours of work each day will be consecutive except that they may be interrupted by paid:

- a. Rest Periods  
There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one (1) during the second half of the shift.
- b. Meal Periods  
Whenever possible, the meal period shall be scheduled at the middle of each shift or work day, in accordance with present standards and procedures, but in no event shall the meal period be less than thirty (30) minutes. Employees shall have the right to leave the work site during such periods, if it does not disrupt or interfere with ongoing operations.

Employees in City Hall may be allowed to combine their morning and afternoon breaks to allow for a one (1) hour paid lunch.

Section 9.2 - Work Week

The normal work week shall consist of five (5) consecutive pre-scheduled eight (8)-hour days in a seven (7) day work period.

Section 9.3 - Work Day

Eight (8) consecutive hours of work within twenty-four (24) hour period beginning at the scheduled time shall constitute the regular work day.

Section 9.4 - Work Shift

- a. Eight (8) consecutive hours of work shall constitute a work shift, except as provided in Section 6.
- b. All full-time Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 9.5 - Work Schedule

Work schedules showing the employees' shift, work days, and hours shall be posted at convenient places and time.

Starting and quitting times shall be as follows:

City Crew	7:00 am to 3:00 pm
Water	7:00 am to 3:00 pm
	2:00 pm to 10:00 pm
Sewer	7:00 a.m. to 3:00 p.m.

City Hall	8:30 am to 4:30 pm
Meter Reader	9:00 am to 5:00 pm Tuesday-Saturday or Monday-Friday

Except for emergency situations, work schedules will not be changed unless programmatic or operational needs of the Employer so necessitate. Changes for reasons other than programmatic or operational needs may be made only by mutual agreement. However, prior to any schedule change, the affected employee(s) shall receive at least a five (5) working day notice.

Section 9.6 - Continuous Operations

- a. Employees, engaged in continuous operations, which shall include sewer and water, are defined as being any employee or group of employees, engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.
- b. The work week, for employees, engaged in continuous operations, shall consist of five (5) eight (8) hours days.

Section 9.7 - Assignment of Shift and Days Off

- a. Once during each contract year, an employee shall be permitted to exercise departmental seniority, as defined in Article XIX, for selection of shift assignments. Upon completion of the bidding process, shift assignments will be made in order of departmental seniority, subject to the exercise of the City's reasonable belief that a different order is warranted by operational needs (including for example a reasonable belief that specific employee certifications, skills, and/or experience are needed on a particular shift).
- b. Scheduled days-off shall be assigned by departmental seniority, from among employees within the same general work assignment and same shift, with the most senior employee choosing first, but no employees shall be permitted to exercise their choice hereunder more than once during each contract year.

Section 9.8 - Shift Trading

Employees shall be allowed to trade shifts with their supervisor's approval so long as the shift trade does not result in the payment of overtime.

Section 9.9 - Shift Alterations

Should the City determine that operational needs dictate a change in the work schedule set forth in Section 9.5 of this Article, the parties agree to meet to discuss a mutually agreeable change

to the work schedule.

## ARTICLE X OVERTIME

### Section 10.1 - Rate of Pay

Time and one-half of the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. Daily  
All work performed in excess of eight (8) hours in any work day.
- b. Weekly  
All work performed in excess of forty (40) hours in any work week.
- c. Before or After Regular Hours  
All work performed before or after any scheduled work shift.

### Section 10.2 - Overtime Distribution

Overtime hours shall be distributed as equally as possible to employees working within the same classification that normally performs the work.

The City may mandate that overtime be performed by employees within the classification that normally performs the work. Mandatory overtime will be scheduled in reverse order of seniority, provided that the employee assigned mandatory overtime must have the necessary skills and/or qualifications to perform the work in question. Once an employee is mandated to work overtime, said employee cannot be mandated to work overtime again until all other employees within the same classification and possessing the necessary skills and/or qualifications to perform the work in question have been mandated to perform overtime.

### Section 10.3 - Call-Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours premium pay at the applicable rate. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra non-essential work.

### Section 10.4 - Stand-By Pay

An employee is entitled to stand-by pay if he/she is required by the Employer to be on stand-by; that is, to carry a beeper and to be available for possible recall for work on either Saturday

or Sunday. An employee entitled to stand-by pay under this Section shall receive two (2) hours pay at one and one half (1-1/2) times his/her hourly rate for each day or portion thereof of stand-by whether required to work or not. Provided, however, such employee shall not receive stand-by pay if he/she was not available upon call by the Employer.

#### Section 10.5 - Compensatory Time-Off

- a. When compensatory time-off is used, as the method of paying employees for overtime worked, the overtime rate shall be one and one-half (1-1/2) hours of compensatory time-off for each hour of overtime worked. No employee shall accrue more than forty (40) hours compensatory time at any one-time (e.g., four (4) hours of overtime equals six (6) hours of accrued compensatory time).
- b. When compensatory time-off is used, it shall be at the discretion of the employee, but the taking of the time shall be consistent with the operational needs of the Employer. Accrued compensatory time not used by the end of the calendar year (January 1 to December 31) in which it was earned shall be liquidated and paid in cash at the

### ARTICLE XI HOLIDAYS

#### Section 11.1 - Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays. Employees shall receive one day's pay or a compensatory day off with pay for each of the holidays listed below (except that the compensatory day will not apply to the Floating Holiday):

New Year's Day  
Good Friday  
Memorial Day  
Independence Day (Fourth of July)  
Labor Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve  
Christmas Day  
One Floating Holiday (to be used on either Martin Luther King Day, President's Day, Columbus Day or Veteran's Day as designated by the federal government)

Floating Holidays will be scheduled every December and approved like vacation leave pursuant to Sections 12.3 and 12.4 of this Agreement. Call backs pursuant to Section 10.3 of this Agreement will apply if an employee is called back on a previously approved Floating Holiday. In that event, however, the employee will receive only the premium pay described in Section 10.3;



no substitute day will be allowed in the event of a call back on a Floating Holiday. If an employee's Floating Holiday is not scheduled and/or approved for at least one of the four potential holidays, it will be forfeited.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

All permanent part-time employees are entitled to all holidays listed above after two (2) years employment at a proportional, prorated basis.

#### Section 11.2 - Compensatory Day

When a holiday falls on an employee's scheduled day off, or an employee works on a holiday, equivalent time off will be granted within a time mutually agreed to, at a time convenient to the employee and consistent with the Employer's operational needs.

#### Section 11.3 - Eligibility

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

#### Section 11.4 - Calendar Holiday on Scheduled Day Off

In addition to the regular hourly wages or normal time off due an employee as holiday pay, employees shall be paid at the rate of time and a half for hours actually worked, on a holiday. Notwithstanding the foregoing, an employee is entitled only to straight time pay for all hours worked on a day for which a Floating Holiday was denied by the City.

#### Section 11.5 - Continuous Operations

For continuous operations (twenty-four (24) hours a day, seven (7) days a week), the actual calendar holiday shall be considered the applicable day, for application of this Article.

### ARTICLE XII VACATIONS

#### Section 12.1 - Accrual

Every permanent, full-time employee in the City of Wilmington shall be allowed annual vacation leave with pay after one (1) year of continuous service, to be earned at the following annual rate:

1 - 5 Yrs. Service	Eighty (80) hours of vacation - Commencing after one (1) year of service on anniversary date.
6 - 9 Yrs. Service	One hundred twenty (120) hours of vacation - Commencing with the calendar year in which the employee attains six (6) years of service on anniversary date.
10-14 Yrs.	Service One hundred sixty (160) hours of vacation - Commencing with the calendar year in which the employee attains ten (10) years of service on anniversary date.
15-24 Yrs.	Service Two hundred (200) hours of vacation - Commencing with the calendar year in which the employee attains fifteen (15) years of service on anniversary date.
25 Yrs. and over	Two hundred forty (240) hours of vacation - Commencing with the calendar year in which the employee attains twenty-five (25) years of service on anniversary date.

The probationary period shall be counted as continuous service when calculating vacation benefits. All permanent part-time employees shall be entitled to one (1) week (five (5) days) vacation after two years employment at a proportional, prorated basis. All permanent part-time employees shall be entitled to two (2) week vacation (ten (10) days) after five (5) years of employment at a proportional, prorated basis. Upon termination, any earned but unused vacation shall be liquidated in a cash payment to the terminating employee.

#### Section 12.2 - Use

Vacation time may be taken in increments of not less than one-half (1/2) day at a time, and any time after it is earned. Vacation time shall not be accumulated for more than twelve (12) months after the end of the calendar year in which it is earned.

#### Section 12.3 - Vacation Schedules

Subject to Section 5 and the Employer's operating needs, vacations shall be scheduled as requested by the employee. In any event, upon request, vacation time must be scheduled so that it may be taken no later than twelve (12) months after the expiration of the calendar year in which such vacation time was earned. If an employee does not request and take accrued vacation within such twelve (12) month period, the accrued vacation time shall be forfeited.

#### Section 12.4 - Vacation Schedules by Seniority

Each calendar year, employees may submit in writing to the Employer their preference for vacation, provided an employee may not submit more than three (3) preferences. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the Employer. Where the Employer is unable to grant and schedule vacation preferences for all employees but is able to grant some employees such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

#### Section 12.5 - Payment in Lieu of Vacation

If the Employer, because of operating needs, does not permit the Employee to take accrued vacation within the twelve (12) month period after the expiration of the calendar year such time was earned, the Employer shall pay the employee for said unused vacation time at the employees then current base rate of pay.

#### Section 12.6 - Holiday During Scheduled Vacation

If a Holiday falls within a vacation period, an additional vacation day or extra day pay at regular rate of pay shall be credited to the employee.

#### Section 12.7 - Scheduling of Unearned Vacation

Employees shall be allowed to schedule unearned portions of their annual vacation. However, if an employee schedules unearned vacation and leaves employment prior to earning all of the vacation time used, the employee will be responsible for paying for the unearned time taken.

#### Section 12.8 - Payment for Accrued Unused Vacation Upon Separation

Upon separation from employment, employees shall be paid for all accrued unused vacation. In the event of the death of the employee, payment will be made to the heirs or estate of the employee.

### ARTICLE XIII SICK LEAVE

#### Section 13.1 - Accrual and Use

a. Accrual

All employees shall accumulate paid sick leave at the rate of ninety-six (96) hours per year at the end of each month of service.

b. Use

Sick leave may be used for illness, disability or injury of the employee, appointments with Doctor, Dentist or other professional medical practitioner, and in the event of illness, disability, or injury of a member of an employee's immediate family or household. "For purposes of definition, the immediate family or household shall be spouse mother, father, brother, sister, children, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of no less than two (2) hours.

Section 13.2 - Unused Sick Leave

Employees hired before March 2, 2021, shall be compensated in cash for any accumulated unused sick leave up to nine hundred and sixty (960) hours when they are permanently separated from employment. In the event of death, payment is to be made to the estate of the employee as governed by Section 3 of this Article. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

For employees hired after March 2, 2021, an employee is eligible upon separation to collect a retirement pension under IMRF or upon death of the employee (payable to the estate) shall be compensated for unused sick leave at the rate of one hundred (100%) of his or her regular rate of pay on the date of retirement for accumulated and unused sick time up to nine hundred and sixty hours (960) as of his last day of scheduled work. Furthermore, for clarification, this sick leave payment does not increase the employees' final earnings over the 106% cap contained in 40 ILCS 5/7-172(k). Alternatively, an employee's unused sick leave hours may be used to receive additional creditable service under IMRF to the extent that IMRF provides for the use of these hours for additional service credit.

Section 13.3 - IMRF

Sick leave maybe accumulated up to nine hundred and sixty hours of sick leave. Sick leave may never be taken in advance of earning the time. In addition, employees covered under IMRF will be permitted to accumulate sick days beyond the nine hundred sixty (960) hours unlimited, but only for the purpose of receiving credit for IMRF benefits at the time of retirement. Time accumulated beyond nine hundred sixty (960) hours can only be used for City accumulated sick pay upon retirement.

ARTICLE XIV  
OTHER PAID LEAVE

Section 14.1 - Funeral Leave

An employee may be granted by the Department heads three (3) days leave with pay depending on funeral arrangements and travel requirements in the event of the death of employee's spouse, child, brother, sister, step-children, parent, step-parents, grandparent or grandchild; and of the same relationship of the spouse.

- a. Such leave shall not be deducted from either sick leave or vacation leave.
- b. The City may require proof of death, relationship, and/or attendance at the funeral.
- c. A five (5) day maximum leave on out of state funerals, or funerals approximately five hundred (500) miles from Wilmington.

Section 14.2 - Jury and Grand Jury Duty

Leave with pay will be granted to bargaining unit employees for time spent in jury and grand jury service. Evening and night shift employees will be granted leave for jury and grand jury service, even though such service occurs during the daytime, if reporting to work would impose or unreasonable hardship on the employees. Upon endorsement of their jury duty check to the City, employees shall be paid their regular wages for each day of jury service.

Section 14.3 - Voting Time

An employee who is eligible to vote in primary and general elections shall be granted time to vote if work for the employer would cause the employee not to have the opportunity to vote.

Section 14.4 - Personal Days

- a. Accrual  
Each employee shall have thirty-two (32) hours of personal time per year, to be credited on the anniversary date of employment. However, for the first year of employment, an employee shall accrue thirty-two (32) hours of personal leave at the rate of eight (8) hours for each 6.5 completed pay periods following initial date of employment. Personal days which remain unused after one (1) year from the date of credit shall be added to the employee's sick leave accumulation in conformance with the provisions of Section 13.3. All permanent part-time employees shall be entitled to two (2) personal days after two (2) years employment at a proportional, prorated basis.
- b. Use  
Personal days shall be scheduled by the mutual agreement of the employee and the Employer and shall not be unreasonably withheld. The employee shall, except in

the case of an emergency, provide the Employer with three (3) working days' notice. Personal days are to be used only for matters which the employee cannot attend to during non-working hours.

*Section 14.5 Service Connected Injury And Illness*

An employee who suffers an on-the-job injury or who contracts a service-connected disease, shall be allowed full pay during the first three (3) work days of absence without utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall restore to the Employer the dollar equivalent which duplicates payments received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers an on-the-job or who contracts a service-connected disease shall not be required to utilize any accumulated sick days prior to being granted an illness or injury leave in Article 15 (Leaves of Absence).

ARTICLE XV  
LEAVES OF ABSENCE

Section 15.1 - General Leave

The Employer may grant leaves of absence without pay to employees for periods not to exceed six months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods. Any request for such leave shall be made in writing by the employee reasonably in advance of the leave unless precluded by emergency conditions, stating the purpose of the leave, the expected duration of absence, and any additional relevant information.

Employees may only request a general leave after three (3) months of employment. No leave of absence will be granted to an employee for the purpose of accepting employment elsewhere. Unless otherwise required by law, benefits will not accrue for an employee while on general leave.

Section 15.2 - Military Reserve Training and Emergency Call-Up

- a. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one (1) full pay period and such additions or extensions thereof without pay as may be necessary for the employee to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- b. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefit. Military earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the

Employer. If military pay exceeds the employee's earnings for the period, the Employer shall return the difference to the employee.

- c. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
- d. Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
- e. During such basic training and up to sixty (60) days of special or advance training, if such employee's compensation for military activities is less than his/her compensation as an employee, he/she shall receive his/her regular compensation as an employee minus the amount of his/her base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

### Section 15.3 - Family Responsibility Leave

An employee may be granted unpaid Family Responsibility Leave as follows:

- a. For a period not to exceed six (6) weeks in any fiscal year, if FMLA is statutorily applicable to the Employer and bargaining unit employees.
- b. For a period not to exceed eighteen (18) weeks in any fiscal year, if FMLA is not statutorily applicable to the Employer and bargaining unit employees.
- c. The leave must be taken in minimum increments of two (2) weeks.
- d. All paid leaves must be exhausted prior to the use of Family Responsibility Leave.
- e. The leave shall be for the following purposes only:
  - 1) For the birth of a child, and to care for the newborn child;
  - 2) For the placement with the employee of a child for adoption or foster care;
  - 3) To care for the employee's spouse, son, daughter, or parent who has a serious health condition;
- f. The employee must provide a minimum of fifteen (15) day's written notice to the employer prior to the commencement of the leave.

- g. The employer may require verification of all leaves, including medical verification.

#### Section 15.4 - Illness or Injury Leave

Employees who have utilized all their accumulated paid leave days and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related illness, shall receive an unpaid illness or injury leave for a period, not to exceed six (6) months. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of the illness or injury and approximate length of time needed for leave. Prior to the commencement of, and during the term of said leave, the employee may be required to provide written verification by a physician licensed in the State of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the illness or injury. If the Employer has reason to believe the employee is able to or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer.

An employee on an illness or injury leave shall have their insurance coverage maintained as if the employee continued to be active employee for a period of three (3) months. In the event employee premium contributions are required to maintain insurance coverage for active employees, an employee on injury or illness leave shall pay the employee portion of the premium in a manner prescribed by the Employer.

#### Section 15.5 - Family and Medical Leave Act (FMLA)

If the provisions of the Family and Medical Leave Act are statutorily applicable to the employer and bargaining unit employees, then the Employer shall comply the provisions of the FMLA. Employees shall be required to exhaust paid leave time prior to using FMLA leave.

#### Section 15.6 - Insurance Coverage while on Leave

- a. An employee may maintain insurance coverage while on any unpaid leave, other than FMLA leave by paying to the Employer, in a manner prescribed by the Employer, the entire monthly premium.
- b. Employees on FMLA leave shall have their insurance coverage maintained as if they continued to be active employees. In the event employee premium contributions are required to maintain insurance coverage for active employees, an employee on FMLA leave shall pay the employee portion of the premium in a manner prescribed by the Employer.

#### Section 15.7 - Employee Rights After Leave

When an employee returns from any leave of absence permitted by this Agreement, the employer shall return the employee to the same or similar position in the same position



classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

#### Section 15.8 - Failure to Return from Leave

Failure to return from a leave of absence within three (3) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within three (3) days after the expiration of the leave of absence or as soon as physically possible. Unless otherwise specifically provided in this Article, employees who are on an unpaid leave shall not lose any accrued seniority, but shall not accrue seniority, and shall not be entitled to any benefits.

### ARTICLE XVI WAGES AND BENEFITS

#### Section 16.1 - Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to appeal as per the procedure in Article I of this Agreement.

#### Section 16.2 - Pay Period

The salaries and wages of employees shall be paid in accordance with the current practice and such practice will not be unilaterally changed.

#### Section 16.3 - Clothing Allowance

Except for employees of the Police Department and City Hall, the Employer shall continue to provide uniforms, work clothing and the cleaning thereof as per the current practices. Each member of Public Works, Sewer and Water will be issued one new pair of steel toe or composite toe work boots (at the employee's preference) up to a value of One Hundred Seventy-Five Dollars (\$175.00) per fiscal year. To receive a new pair of boots during the fiscal year, the old pair of work boots must be brought into the Supervisor to determine if a new pair is needed. When a new pair is authorized by the Supervisor, the old pair shall remain in the employee's locker, respective work station, or an area designated by the Supervisor to be used for work when the employee will be working with any type of harsh environments.

In the event that the City decides in its discretion to require Police Department and/or City Hall bargaining unit employees to wear standardized uniforms, the City will provide uniforms pursuant to a quartermaster system, whereby the article being replaced must be presented to the City before a new article is given out. Police and City Hall uniforms will be replaced only when deemed necessary in the reasonable judgment of the employee's supervisor. Police and City Hall employees shall be required to maintain and clean uniforms and keep the same in a neat and serviceable condition. This paragraph does not apply to any City Departments other than the Police and City Hall.

#### Section 16.4 - Optional Benefits

The City, from time to time, shall make available at employee expense through payroll deduction, other voluntary benefit programs to City employees including, but not limited to: deferred compensation, credit union, additional life insurance, additional disability insurance, and special pension plans.

#### Section 16.5 - Part-Time Employment

Part-time employment will be defined as an average of one thousand forty (1040) regularly scheduled hours per calendar year.

#### Section 16.6 - Educational Reimbursement

A full-time employee with at least (1) one year of service with the City may seek reimbursement for job-related college courses in accordance with the provision of this section. All requests shall be subject to the approval of the City Administrator, and subject to the availability of funds.

Reimbursement shall be subject to the following criteria:

1. A written request by the employee with all supporting documents to the City Administrator prior to registration.
2. The course or curriculum must be, in the opinion of the City Administrator, related to the employee's job, and approved by the City Administrator prior to enrollment.
3. The amount of funds budgeted by the City, and available for reimbursement on a City-wide basis.
4. Courses must be taken from an accredited college or university.
5. The employee must receive a minimum grade of C or its numerical equivalent.
6. Reimbursement is limited to tuition, books and laboratory fees which must be supported by presentment of an official receipt of payment issued by the institution attended.
7. Classes are not to be taken during the employee's work hours.
8. The employee must sign an agreement to repay the City for all reimbursement received, if the employee leaves the employment of the City for any reason prior to the completion of a period of one (1) year after completion of the course so

reimbursed, including therein an agreement for the withholding of said amount from the employee's last payroll check or checks.

9. Beginning on January 1, 2020, reimbursement shall be limited to a maximum of one thousand Dollars (\$1,000) per employee during any calendar year. In the event that funding is not available for all City employees who have been approved for reimbursement, the City Administrator may prorate the reimbursement among the approved employees.

## ARTICLE XVII TEMPORARY ASSIGNMENT

### Section 17.1 - Temporary Assignment

The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay the employee must:

- a. Be directed to perform duties or the duty which distinguish the position classification and/or be held accountable for the responsibility of a different position classification.
- b. Perform duties and/or be held accountable for responsibilities not considered a normal part of his/her regular position classification.
- c. Perform the assigned duties for at least four (4) hours of the work day.

### Section 17.2 - Payment

- a. Bargaining Unit Positions  
An employee temporarily assigned to a position classification in an equal or lower paygrade than his/her permanent position classification shall be paid his/her proper permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received permanent position classification, the employee shall be paid as if he/she received a promotion into such higher pay grade. The Employer shall pay the employee the higher rate for the full time of such assignment.
- b. Non-bargaining Unit Supervisory Positions  
An employee temporarily assigned to a non-bargaining unit supervisory position shall be paid an additional ten percent (10%) of their wage rate for the hours so assigned and worked.

ARTICLE XVIII  
INSURANCE

Section 18.1 - Health

The City shall provide to all covered employees, for the duration of this Agreement, group medical insurance. The City agrees that the insurance coverage to be provided will be similar to typical mainstream coverage as commonly found in the marketplace and shall be no less than the coverage plans provided for the general non-bargaining unit employees of the City.

The Employer and the employee shall pay the following percentages of the premium for the coverage selected (subject to the City's right to add, modify or withdraw coverage pursuant to the prior paragraph). However, the employee PPO premium contributions shall not exceed the following cap amounts per month:

HMO Plan		
Year	Employer%	Employee%
2020-21	100%	0%
2021-22	100%	0%
2022-23	100%	0%

PPO Plan			
Year	Employer%	Employee%	Cap
2019-20	85%	15%	\$ 220
2020-21	85%	15%	\$ 270
2021-22	85 %	15%	\$ 285
2022-23	85%	15%	\$ 300

HSA Plan		
Year	Employer%	Employee%
2020-21	100%	0%
2021-22	100%	0%
2022-23	100%	0%

Retirees and dependents may remain in the City's health insurance plan if the retiree pays the entire cost of the premium for the coverage selected.

In the event that the City offers prescription card coverage to all other City employees, then the City shall provide to all covered employees, for the duration of this Agreement, a prescription card for use in providing prescriptions to the employees and the dependents of the same type and under the same conditions as is provided to all other City employees.

~~Notwithstanding the foregoing, either party may seek to reopen this Section by submitting a written request to the other party no earlier than October 1, 2020 and no later than December 1, 2020. If such written request is not timely submitted, the terms described above will remain in~~

~~effect for the remainder of the Agreement. If such written request is timely submitted, the parties will begin negotiations over the replacement terms for Section 18.1 within two calendar weeks of the written request (unless mutually agreed otherwise). Negotiations will occur over the course of at least sixty (60) days, and the original terms described above will remain in effect for at least that time period.~~

### Section 18.2 - Liability

The Employer shall provide liability insurance for employees as prescribed in applicable law(s).

### Section 18.3 - Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (indemnity and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

### Section 18.4 - Life Insurance

The City shall continue providing to all covered employees, for the duration of this Agreement, group term life insurance with a death benefit of Fifty Thousand Dollars (\$50,000.00). The premium for said coverage shall be paid by the City. In accordance with Section 16.4, the City shall make available, at the employee's expense through payroll deduction, additional life insurance.

## ARTICLE XIX SENIORITY

### Section 19.1 - Definition

For the purposes of this Agreement, the following definition applies:  
"Seniority" means uninterrupted employment with the Employer beginning with the latest date of hire with the Employer.

Departmental seniority means uninterrupted employment in a department beginning with the latest date of assignment to the department.

### Section 19.2 - Application

In all applications where seniority is to be specifically considered under this Agreement, the ability of the employee shall mean the qualifications and ability of an employee to perform the required work. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined in Section 1 above shall govern, unless otherwise provided in the Agreement.

### Section 19.3 - Loss of Seniority

An employee shall lose his/her seniority and no longer be an employee if:

- a. He/she resigns or quits
- b. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure)
- c. He/she retires;
- d. He/she does not return to work from layoff within fourteen (14) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employer has been so notified;
- e. He/she has been on layoff for a period of two (2) years; or
- f. He/she is absent from work the five (5) consecutive days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. In addition, the union shall be notified in writing of that fact.

### Section 19.4 - Reinstatement

If an employee resigns or quits, and subsequently is rehired by the Employer within six (6) months of the termination of their previous employment, their original seniority date will be restored upon completion of three (3) consecutive years of employment, excluding time on leave of absence.

### Section 19.5 - Probationary Period

Each employee receiving an appointment to a permanent position in the City of Wilmington must serve a probationary period of twelve (12) months before the appointment shall be considered permanent. However, the employee shall be allowed the use of holidays and sick leave after three (3) months.

An employee receiving a promotion must serve a twenty (20) working day probationary period. If the promoted employee fails to meet the required standards of performance within the probationary period, or the employee desires to return to their previous position during the probationary period, the employee will be restored to the position from which he/she was promoted.

## **ARTICLE XX LAYOFF AND RECALL**

### Section 20.1 - Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority (Junior to Senior) in the following departments:

Sewer, City Crew, Water, City Hall and Police Department

However, no full time and/or permanent part time employee will be laid off until any temporary, provisional or emergency employee has first been laid off.

### Section 20.2 - Bumping

When employees are laid off from their home Department due to a reduction in the work force, they shall be permitted to exercise their seniority rights within their department groupings;

Sewer, City Crew, and Water City Hall and Police Department

Employees will be allowed to bump the junior full-time employee in one of the other Departments in their home groupings and be given up to thirty (30) working days to demonstrate they have the skill and ability to perform the duties of the position. Full-time employee bump by senior fulltime employees will be allowed to bump regular part-time employees. Employees who fail to qualify in thirty (30) working days shall be placed on layoff. The employee exercising their bumping rights will have their wages adjusted to the level of the position they are bumping into.

### Section 20.3 - Recall

Employees shall be recalled from layoff in reverse order of the layoff procedure and in accordance to their seniority. No new employee shall be hired, until all employees, who have been on layoff status not more than two (2) years, have been afforded an opportunity to return and who desire to return to work have been recalled. Upon recall, a laid off employee shall have five (5) days to accept the recall.

**ARTICLE XXI**  
**VACANCIES**

**Section 21.1 - Posting**

Whenever a job vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days.

During this period, employees who wish to apply for the vacant job, including employees on layoff may do so.

**Section 21.2 - Selection**

The Employer, using the following order of priority, shall fill the vacancy by promoting, from among the applicants with the ability to perform the duties of the classification:

1. The most senior employee from the next lower rated position classification in that series within that Department, with the ability to perform the duties of the classification.
2. The most senior employee from another classification in that Department, with the ability to perform the duties of the classification.
3. The most senior employee from other classifications in other Departments, with the ability to perform the duties of the classification.
4. In the event that no employee with the ability to perform the duties of the classification applies for the vacancy, the Employer may hire from outside applicants.

**Section 21.3 - Temporary Vacancies**

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days. Job openings that recur on a regular basis and/or that remain open more than thirty (30) days at a time shall not be considered temporary job openings.



**ARTICLE XXII  
PERSONNEL FILES**

The Employer shall maintain one (1) official personnel file. Employees shall be entitled to full access to their personnel files. Such files shall contain job-related information only. The employee will make prior arrangements and give reasonable notice. Requests for copies will be honored.

**ARTICLE XXIII  
SAVINGS CLAUSE**

Should any Article, Section or 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 parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE XXIV  
NO STRIKE NO LOCKOUT**

During the term of this Agreement there shall be no strikes, work stoppages or slowdowns. No officer or representatives of the Union shall authorize, institute, instigate, aid or condone any such activities. No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

**ARTICLE XXV  
MANAGEMENT RIGHTS**

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage the operations, determine its policies, budget and operations, the manner of exercise of its statutory functions, and the direction of its working forces, including, but not limited to: the rights to hire, promote, demote, transfer, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve Employees from duty, because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

**ARTICLE XXVI**  
**APPROVAL, EXECUTION AND TERMINATION**

This Agreement shall be effective upon its approval by both parties and shall continue in full force and effect until midnight April 30, 2023 and thereafter from year to year, unless not more than one hundred twenty (120) days, but not less than ninety (90) days prior to April 30, 2023 or any subsequent April 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

Approved by both parties as of May 13, 2021.

[SIGNATURE PAGE TO FOLLOW]

For the Union:  
AFSCME Council 31

By: David Marlow  
David Marlow

For AFSCME Local 1909

By: John K. Sadrakula  
John Sadrakula

For the Employer:  
City of Wilmington

By: Ben Dietz  
Ben Dietz, Mayor

Attest

By: Joie Ziller  
Joie Ziller, Deputy City Clerk

## **DRUG AND ALCOHOL TESTING OF EMPLOYEES POLICY STATEMENT**

The parties agree that, in order to protect the safety of employees and the public, the workplace should be free from the risks posed by employees impaired by the abuse of alcohol and controlled substances. While the parties recognize that abuse of alcohol and controlled substances is a treatable illness, employees found to be impaired while on duty may be subject to discipline.

### **Random Drug Testing:**

If at any time during this agreement the City adopts a random drug testing policy for non-union City employees, the Union will have no objections, and said policy will be applicable to the Union, in accordance with DOT Standards for random drug testing which will apply to all employees. However, the City's random drug policy will not be applicable to all employees who participate in the DOT Standards random drug testing program. The City agrees to provide a copy of any such policy to the Union fourteen (14) days prior to its implementation.

### **Section 1. When a Test May be Compelled**

- a. Reasonable Suspicion - Except as otherwise provided in this Article, employees shall not be subject to drug or alcohol testing unless there is reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol. When a supervisor has reasonable suspicion to suspect that an employee is under the influence, that supervisor shall have his/her suspicion confirmed by a designated management representative (a representative of the Personnel Department) who has received adequate training in determining whether reasonable suspicion exists to require testing. If the suspicion is confirmed, the Union shall be notified and the Employer shall arrange for the drug or alcohol test. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union representative before submitting to the test.
  
- b. Employees who perform safety-sensitive functions as defined by the U.S. Department of Transportation (functions requiring a Commercial Driver's License), shall be subject to the following forms of testing in accordance with DOT regulations:

Pre-employment - Prior to the first time an employee performs safety-sensitive functions.

Post-accident - Where the accident involved the loss of human life or the employee received a citation for a moving traffic violation arising from the accident.

Random - Annual testing of 25% of safety-sensitive employees for alcohol and 50% for controlled substances. Shall not exceed percent required by DOT.

Return-to-duty - Prior to returning to duty requiring the performance of safety-sensitive functions after engaging in prohibited conduct concerning alcohol or controlled substances.

Follow-up - After employee returns to duty following a determination that the employee has engaged in prohibited conduct.

Reasonable Suspicion - As provided for above.

## **Section 2. Testing Procedures**

All testing procedures shall meet the standards established under DOT

### regulations. a. Controlled Substances Testing

1. The employee being ordered to submit to a drug test shall be allowed to give the sample in private.
2. Only certified laboratories that are agreed to by the parties and that meet Department of Health and Human Services standards shall be used to conduct the tests. The labs must use tamper proof containers; have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of one (1) year. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such results available to the Union upon request. The initial test shall use an immunoassay test. Specimens that test negative shall be reported negative and no further testing shall be conducted. Specimens that test positive shall be tested for confirmation by chemical analysis of urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures. The required procedure is as follows:  
The urine specimen shall be taken promptly with as little delay as possible. Immediately after the specimen is drawn, the individual containers shall, in the presence of the employee and the Union representative, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be in the transportation container after being drawn. Then the container shall be sealed in the employee's and Union Representative's presence and the employee given an opportunity to initial or sign the container. The container shall be sent to designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available. A "split sample" shall be collected and the employee shall be offered the opportunity to have the split sample tested at a laboratory of his/her own choosing. An employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

b. Alcohol Testing

Tests must be conducted with evidential breath test devices in accordance with DOT regulations. A Breath Alcohol Technician (BAT) who is not the employee's immediate supervisor shall administer the test. If the initial result is under 0.02, no further testing or action shall be taken. If the result is 0.02 or higher, a confirmation test shall be conducted at least 15 minutes but not more than 20 minutes after the screening test. Before the confirmation test, tests run shall be run (air blank) to make sure the EBT is working properly.

Employees with a test result of 0.02 or greater shall not perform safety-sensitive functions (as defined by DOT regulations).

**Section 3. Definition of a Positive Result**

LABORATORY ANALYSIS PROCEDURES

The initial test is performed by an immunoassay test. The cutoff levels for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandths of a liter:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

A confirmation test is performed on all initial positive tests. The cutoff levels for confirmation tests are:

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

A test will only be deemed positive if it exceeds the cutoff levels for the confirmation test and only after a qualified Medical Review Officer (MRO) has met and discussed the results with the employee to determine if there is a legitimate medical explanation for the positive test result. If there is a legitimate explanation, the MRO shall report to the employer that the test is negative. A confirmation test will only be given when the initial test cutoff levels are exceeded. The

Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

The employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of double time the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

#### **Section 4. Test Results**

Management shall notify the Union of the results of the test within sixty (60) hours after the employee has submitted to the test. Management shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by Management. Reports of a positive test shall, at a minimum, state (1) the type of tests conducted, (2) the results of the tests, (3) the sensitivity (cut-off point) of the methodology employed, and (4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a Medical Review Officer (MRO) prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

#### **Section 5. Retesting**

If the test results are positive, the Union or the employee shall have the right to request the preserved samples to be sent for testing to a laboratory chosen by the Union or the employee and the cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's records cleared.

#### **Section 6. Treatment**

- a. An Employee Assistance Plan (EAP) shall be available at no charge to employees. The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse. The Employer shall pay the cost of the EAP.
- b. An employee who tests positive or who will be disciplined as a result of drug or alcohol use or abuse may elect to meet with the EAP counselor and/or to seek further treatment for drug use or abuse. The Employer shall suspend the imposition of discipline pending an employee's participation in the EAP program or in further treatment. If the employee successfully completes the EAP program or treatment, the discipline shall be rescinded and the employee's record cleared.
- c. The Employer shall provide health insurance which covers the cost of the EAP program and/or subsequent treatment. The insurance should provide for both out-patient and inpatient treatment depending on the appropriate course in each employee's case. The inpatient treatment covered shall be of at least thirty (30) days' duration.

- d. If the nature of the EAP or treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his treatment leave.
- e. The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, through the EAP Program, or through one of the Employer's health care providers and/or referrals, for an alcohol or drug related problem. The Employer shall make available through the Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment, employees shall be allowed to: 1. use accumulated sick leave; and/or 2. paid leave; and/or 3. be placed on unpaid leave; and/or 4. be transferred to a position for which he/she is fit, if available.

### **Section 7. Savings Clause**

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

### **Section 8. Indemnification**

The Employer agrees to hold the Union harmless and to bear the expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

### **Section 9. Confidentiality**

The Union and the Employer agree to keep the names of employees undergoing this procedure confidential. The Employer agrees not to contact law enforcement authorities as a result of a positive test.

### **Section 10. Implementation**

The provisions of this Article requiring testing shall not go into effect until the effective date of the DOT regulations.

**APPENDIX A  
WAGE SCHEDULE**

	FY 2021 (05/01/20-04/30/21) 2.5% increase	FY 2022 (05/01/21-04/30/22) 2.75% increase	FY 2023 (05/01/22-04/30/23) 2.5% increase
<b>SEWER</b>			
Sewer Crew 4 Operator, Class 1 License	\$35.82	\$36.81	\$37.73
Sewer Crew 3 Operator, Class 2, 3 or 4 License	\$34.90	\$35.86	\$36.76
Sewer Crew 2 Non-License over 5 years	\$32.05	\$32.93	\$33.75
Sewer Crew 1 Non-License under 5 years	\$25.20	\$25.89	\$26.54
<b>WATER PLANT</b>			
Water Crew 5 Operator, Class A License	\$35.83	\$36.82	\$37.74
Water Crew 4 Operator, Class B or C License	\$34.90	\$35.86	\$36.77
Water Crew 3 Operator, Class D License	\$33.08	\$33.99	\$34.84
Water Crew 2 Non-License over 5 years	\$32.05	\$32.94	\$33.76
Water Crew 1 Non-License under 5 years	\$25.20	\$25.89	\$26.54
<b>CITY CREW</b>			
Street Crew 4, Lead Person (All equipment operator)	\$33.18	\$34.09	\$34.94
Street Crew 3, All Equipment Operator	\$32.29	\$33.18	\$34.00
Street Crew 2, Laborer over 4 years	\$26.34	\$27.06	\$27.74
Street Crew 1, Laborer under 4 years	\$22.91	\$23.54	\$24.13
<b>SEWER/WATER PLANT/CITY CREW</b>			
Maintenance over 8 years	\$24.41	\$25.08	\$25.71
Maintenance over 4 years	\$23.66	\$24.31	\$24.92
Maintenance under 4 years	\$22.91	\$23.54	\$24.13
<b>CITY HALL</b>			
Fiscal Clerk over 8 years	\$29.79	\$30.61	\$31.38
Fiscal Clerk over 4 years	\$27.04	\$27.78	\$28.47
Fiscal Clerk over 1 year	\$24.30	\$24.97	\$25.59
Fiscal Clerk under 1 year	\$21.56	\$22.15	\$22.70
<b>PART TIME</b>	\$17.46	\$17.94	\$18.39



SIDE LETTER

Families First Coronavirus Response Act Benefits

The Employer agrees to continue to make accessible the available bank of sick leave time for each employee provided under the expired 'Families First Coronavirus Response Act' (80 hours) through June 30, 2021. This does not renew the time that is available (i.e. if an employee has already used eight (8) hours of COVID sick time, then seventy two (72) hours remain in that employee's bank). This benefit cannot be "cashed out" upon separation from the City. The benefit is for all full and part-time employees who are unable to work or work remotely due to quarantine or isolation due to COVID, for employees experiencing symptoms or caring for an individual who is ill or subject to quarantine.

If the State of Federal Government provides any extension or new requirement for sick leave, the leave provided under that Act will supersede the extension of the eighty (80) hour benefit provided through this section.

FOR AFSCME COUNCIL 31



David Marlow, Staff Representative

FOR THE CITY OF WILMINGTON



Joie Ziller – City Administrator