

Agreement Between City of Silvis

And

American Federation of State, County and Municipal Employees,

Council 31, AFL-C10, Local 1234

**This Agreement shall be effective
May 1, 2014 through April 30, 2018**

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ARTICLE ONE

PREAMBLE

This Agreement, entered into by City of Silvis, 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 1234, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE TWO
RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees in the unit(s) composed of classifications attached in Appendix E.

ARTICLE THREE

UNION SECURITY FAIR SHARE

Section 1. Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share amount, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The amount constituting each non-member employee's share shall not exceed dues uniformly required to union members.

Section 2. Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by 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.

Section 3. Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 4. Indemnification

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

UNION SECURITY
CHECKOFF

Section 1. Deductions

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

- a) Union membership dues
- b) P.E.O.P.L.E. contributions

Deductions shall be remitted semi-monthly *[MONTHLY IS ACCEPTABLE]* to the Union at the address designated in writing to the Employer by the Union.

Section 2. Availability of Cards

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 3. Information to Union

The aggregate deductions of all employees, and a list of the names, addresses and social security numbers of all employees in the bargaining unit and their individual deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in both paper and electronic form. The Union shall advise the Employer of any changes in deductions in writing at least fifteen (15) days prior to its effective date.

ARTICLE FOUR
NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

There shall be no discrimination against any employee on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, disability, political affiliation and/or beliefs.

Section 2. Union Membership and Activity

No employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership in, or lawful activities on behalf of the Union.

ARTICLE FIVE
AUTHORITY OF THE CONTRACT

Section 1. Partial Invalidity

Should any provision of this Agreement be determined by a court of competent jurisdiction to be contrary to law, such finding shall not invalidate any other provisions of this Agreement, and they shall remain in full force and effect. The parties shall attempt to re-negotiate the invalidated provision.

Section 2. Past Practice

There shall be no unilateral change in past practices or policies with respect to wages, hours, or conditions of employment.

Section 3. Complete Agreement

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 Employer 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 anything covered by this agreement.

ARTICLE SIX

UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall, upon giving appropriate notice to their appropriate Supervisor(s), be allowed mutually agreed upon reasonable time off with pay during working hours to investigate and process grievances or attend grievance meetings, labor/management meetings, meetings concerning modifications of and supplements and successors to this Agreement, committee meetings 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 [if such activity or attendance does not unreasonably interfere with the Employer's operations].

Section 2. Access to Premises by Union Representatives

Upon reasonable notice, local representatives, officers and AFSCME Staff shall have reasonable access to the premises of the Employer, but shall not unreasonably interfere with the employer's operations.

Section 3. Union Bulletin Boards

The Employer shall provide reasonable bulletin board space in a conspicuous place that shall be for the sole and exclusive use of the Union.

Section 4. Information Provided to Union

The Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees:

New hires, promotions, layoffs, leaves, return from leaves, suspensions, discharges and terminations.

The Employer shall furnish the Union with a seniority roster every six (6) months, which shall include employee addresses.

In all transactions listed above, employees' social security numbers shall be provided. The union shall hold the employer harmless on releasing social security numbers.

ARTICLE SEVEN
MANAGEMENT RIGHTS

Except as amended, changed or modified by this Agreement, the City shall not be required to bargain over matter of inherent managerial policy, which shall include such areas of discretion or policy, as functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon.

All management policy changed will be posted ten (10) days before effective date of actual change.

The employer's management staff may perform bargaining unit work, except management shall not displace any bargaining unit employees.

ARTICLE EIGHT

LABOR/MANAGEMENT MEETINGS

LABOR/MANAGEMENT COMMITTEE

The parties agree that a joint Labor/Management Committee may meet when necessary at mutually agreed times, for the purpose of discussing any work-related problems of mutual concern for the advancement of better relations and efficient operations.

The Union shall be represented by at least one bargaining unit employee from each department. The Employer may be represented by no more than an equal number of representatives.

If the meeting is scheduled during an employees regular work schedule, members of the Union authorized to represent the Union at Labor/Management meetings will be paid by the Employer for time spent in said meetings at their regular rate of pay.

ARTICLE NINE

NO STRIKE OR LOCKOUT

This Agreement contains a grievance resolution procedure that provides for final and binding arbitration of disputes concerning the administration and interpretation of this Agreement. Therefore, during the term of this Agreement there shall be no strikes, work stoppages or slow downs. No employee, officer or representative of the Union shall authorize, institute, instigate, aid, participate in or condone any such activities. The Union further agrees that it will take reasonable means that are within its power to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work. In addition, no lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE TEN

SAFETY AND HEALTH

Section 1. General Duty

The Employer shall provide a safe and healthy workplace consistent with all applicable rules, regulations, and standards established by the Illinois Department of Labor.

Section 2. Advanced Step Filing

Where the Union representative believes that a serious health and safety issue requires immediate attention, a grievance may be filed directly to Step three (3) of the grievance procedure.

Section 3. Personal Protective Clothing and Equipment

All personal protective clothing and equipment required by the Employer shall be furnished and maintained by the Employer without cost to the employees.

Section 4. Unsafe Work

An employee shall not be disciplined for a good faith refusal to engage in an alleged unsafe or dangerous act.-subject to the discipline article.

Section 5. Safety and Health Committee

A joint labor/management committee shall meet monthly for the purpose of identifying and correcting unsafe or unhealthy working conditions.

ARTICLE ELEVEN

GRIEVANCE PROCEDURE

Section 1. Grievance

- a) A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee over the application, meaning or interpretation of this Agreement.
- b) An employee is entitled to Union representation at each and every step of the Grievance Procedure.

Section 2. Grievance Steps

Step 1. immediate Supervisor

The employee and/or the Union shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure.

All grievances must be presented not later than ten (10) working days from the date the grievant become aware of the occurrence that gave rise to the complaint.

The immediate supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented.

Step 1 Personnel Committee

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Personnel Committee within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earliest. Within ten (10) working days after the grievance is presented to Step 2, the Personnel Committee shall discuss the grievance with the Union. The Personnel Committee shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union.

The written grievance should generally contain a statement of the grievant complaint, the Sections of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought.

Step 3. City Council

If the grievance is still unresolved, it shall be presented by the Union to the City Council in writing within five (5) working days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest, or within ten (10) working days after the Step 1 response, or after the Step 1 response is due, if Step 2 is not applicable.

Step 4. Arbitration

If the matter is not adjusted in Step 3, or no answer is given within the time specified, the Union, by written notice to the Employer within thirty (30) working days after the Step 3 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Arbitration.

If the grievance(s) is appealed to arbitration, representatives of the Union shall contact the Employer to attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within (10) working days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. 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 Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall neither amend, modify, nullify, ignore, add, or subtract from the provisions of this Agreement.

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.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

The party requesting the transcript shall pay for the cost of the court reporter and all costs associated with such request. the party shall also provide the other party with a copy of the transcript upon request. the party requesting a copy of the transcript shall pay for the cost of the copy.

Section 3. Time Limits

- a) "Working days" shall be defined as days when the employer's operations are open for normal business.
- b) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
- c) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved.
- d) The Employer's failure to respond within the time limits shall automatically advance the grievance to the next steps.

Section 4. Time Off, Meeting Space and Telephone Use

- a) Time Off: The grievant(s) and/or Union grievance representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A meeting time shall be mutually agreed upon by the Union and the Employer.

A grievant who is called back 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. Subject to prior approval by the supervisor, the employer shall not reasonably withhold approval.

- b) Meeting Space and Telephone Use: 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.

Section 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 an 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 6. Material Witnesses and Information

Upon request by the Union Representative, the Employer shall produce specific documents, books, papers or witnesses reasonably available from the Employer and substantially material to the grievance under consideration.

ARTICLE TWELVE

DISCIPLINE

Section 1. Definition

The Employer agrees with the tenets of reasonable and corrective discipline. Disciplinary action or measures shall include only these types of discipline: Oral reprimand, Written reprimand, Suspension, or Discharge.

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as reasonably possible after the Employer is aware of the event or action that gave rise to the discipline and has a reasonable period of time to investigate the matter.

Any discipline shall commence within forty-five (45) days after the completion of the pre-disciplinary meeting.

Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall not be done in the presence of other employees or the public. The employer may request the presence of a management witness.

Section 3. Pre-Disciplinary Meeting

For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 4. Oral Reprimands

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and of their right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

Section 5. Notification and Measure of Disciplinary Action

- a) In the event disciplinary action is taken against an employee, other than the issuance of an oral warning, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct that arose from the same facts and circumstances.

Section 6. Investigatory Meeting

- a) An employee shall be entitled to the presence of a grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.
- b) During the pendency of an investigation of a disciplinary action, nothing in this Section shall prevent the Employer from relieving employees from duty with pay.

ARTICLE THIRTEEN

WELFARE TO WORK

No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any welfare to work initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants, or any public, private, charitable, or other organization using the services of welfare recipients and/or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The Parties recognize that the purpose of welfare to work programs is to enable participants to successfully enter the workforce, that the use of welfare to work participants shall be in accordance with the collective bargaining agreement, and that all welfare recipients and welfare to work participants shall be afforded sufficient training and opportunity to advance pursuant to contractual procedures.

The Union will be notified at least ninety (90) days in advance whenever the Employer intends to use welfare recipients or welfare to work participants. Such notice shall include the number of individuals involved, their work locations and hours of work, the nature of their work and a summary of the type of tasks to be performed, the duration of their assignment and of their overall employment, their names and titles, and their rate of pay. Upon request by the Union, the parties shall meet promptly to exchange information and negotiate issues that arise as a result of welfare to work initiatives.

ARTICLE FOURTEEN

LAYOFF AND RECALL

Section 1. Procedure

Should layoffs be necessary, they shall be by inverse order of seniority within department classification.

An employee subject to layoff shall be able to exercise his or her seniority for the following options in lieu of layoff in the order set forth below, provided that the employee is qualified for the position:

- a.) To fill a vacant position with the same salary range or rate.
- b.) To displace an employee with the least seniority in a job title with the same salary range or rate.
- c.) To fill a vacant position or to displace *an* employee with the least seniority in a job title with a lower salary range or rate.

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced employees shall be considered laid off.

An employee who has been laid off shall have the right to exercise his or her seniority to fill a vacancy with an equal or lower salary range or rate, provided the employee is qualified for the position, and shall have the right to refuse such vacancies without losing recall rights.

Section 2. Recall

When the Employer determines to increase staffing in those classifications where employees have been laid off, laid off employees shall be recalled in accordance with the reverse application of the procedure for layoff. Employees who filled vacant positions or displaced other employees in lieu of being laid off, and laid off employees who filled vacant positions shall have the right to be recalled to their original positions.

Section 3. Notice

The Employer shall notify the Union within a reasonable time prior to the intended effective date of a planned layoff, but not less than fourteen (14) days.

Section 4. Placement

Any employee that seeks placement to another job classification shall qualify under the Civil Service testing.

ARTICLE FIFTEEN

SENIORITY

Section 1. Definition

"Seniority" is defined as the amount of continuous service with the Employer beginning with the employee's latest date of hire.

"Classification Seniority" shall be defined as the amount of continuous service that an employee has spent in his or her current classification.

"Department Seniority" shall be defined as the amount of continuous service that an employee has spent in his or her current department.

Seniority for part-time employees shall be prorated based upon the percentage of a full time work schedule.

Section 2. Loss of Seniority

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

1. He/she resigns or retires;
2. He/she is discharged for just cause.

ARTICLE SIXTEEN

Temporary Contract Work-Emergency Situations

Snow removal will not be contracted out on a temporary basis unless all employees are at their maximum hours allowed to work in any given 24 hour period according to law. Temporary employees may only be used in place of a bargaining unit employee until a bargaining unit member is eligible for the hours. The City must also at least maintain the current number of eight(8) bargaining unit employees in the Public Works and Parks position in order to use temporary employees. If the employer exercises "good faith" to fill vacancies, the employer may contract work on a temporary basis when the employee staff level is below eight(8) due to attrition or retirement.

In an emergency situation the employer may temporarily contract out bargaining unit work when the City does not have the necessary manpower to perform the work.

The employer may temporarily contract out bargaining unit work when the employee's do not have the expertise or equipment to perform the work.

ARTICLE SEVENTEEN

Non-Bargaining Unit Employees Performing Bargaining Unit Work

The employers two non-bargaining unit employees-Department Heads in Public Works and Parks, may continue to perform bargaining unit work performed prior to 10/23/2000 as long as the following conditions are maintained:

1. Nine (9) bargaining unit employees are employed in Public Works and Parks, subject to the right of the employer to exercise "good faith" in filling any vacancies.
2. The non-bargaining unit employees performing bargaining unit work will not cause a reduction in the hours of work article covered by the collective bargaining agreement. Customary work according to past practice will not be considered as a reduction in the hours of work.

ARTICLE EIGHTEEN

Seasonal Employees

The employer may hire up to eight (8) seasonal employees between May 1st to November 30th of each year. The employer shall maintain at least eight(8) employees in the Public Works and the Park departments, subject to the right of the employer to exercise "good faith" in filling any vacancies.

ARTICLE NINETEEN

PERSONNEL FILES

Section 1. Employee Review

Employees and/or their Union representatives if authorized by the employee shall have the right, upon written request, to review the contents of their personnel file(s).

Section 2. Employee Notification

A copy of any disciplinary action or material related to employee performance that is placed in the personnel file shall be served upon the employee (the employee so noting receipt).

Section 3. Proper Information

Detrimental information not related to the performance of job duties shall not be placed in an employee's personnel file.

The parties agree that an employee's failure to challenge any material in such file is not meant to construe that the employee is in agreement with any such material.

Section 4. Construction of This Article

This Article shall not be construed to diminish in any way the rights of the employer or employees under existing laws, except Section #1 where authorization shall govern the review of personnel files.

ARTICLE TWENTY

INSURANCE

Section 1. Coverage

The Employer shall continue to make available to non-retired employees and their dependents group health and hospitalization insurance, group dental insurance, and group life insurance coverage (\$2501\$500 deductible-\$10.00 co-pay). The Employer reserves the right to change or offer alternative insurance carriers, including health maintenance organizations, or to self-insure as it deems appropriate, as long as the new or alternative coverage and benefits are substantially equal to those in effect during the current contract. The Employer must notify the Union in writing of any insurance modifications at least 60 days prior to the effective date of such modifications.

Any changes in benefit level must be agreed to by both the employees and the employer.

The Employer shall make health insurance available to retiring employees and their spouse if the employee has 20 years of service with the City of Silvis and is at least 55 years of age at the time of retirement. This insurance will be offered until the employee is eligible for Medicare coverage.

Section Ia. Prescription Drug Coverage

The employer shall reimburse employees for the prescription drug expenses to insure that their out of pocket expense does not exceed \$5.00 for generic drugs, \$10.00 for preferred brand and non-preferred brand. The employee shall be required to request generic and preferred brand drugs if they are available. The employer will only reimburse for non-preferred brand drugs if there are no generic or preferred drugs available. Employees shall submit receipts on a monthly basis for reimbursement. Part time billing clerk would be the designated employee to process drug reimbursement.

Section 2. Cost

The Employer will pay 88% of the health insurance premium.

The Employer will pay 50 percent of the cost of the health insurance plans for qualifying retired employees and their spouse.

Section 3. Insurance Advisory Committee

Within 60 days of the ratification of this Agreement, the parties agree to establish an Insurance Advisory Committee composed of two representatives each from the City and the Association plus any elected representatives of City's non-represented employees (if they so desire). This Committee will study proposed changes in insurance coverage or benefits, including cost containment measures, and make recommendations to the City Council on insurance. The role of this Committee shall be advisory only, and this Committee will meet as needed.

Section 4. Optical Program

The City will reimburse an employee for up to a total of \$1,000 in optical expenses for the employee and the employee's dependents during a four-year term beginning May 1, 2014 through April 30, 2018. Eligible expenses shall include eye exams not otherwise covered by insurance, eyeglasses, corrective lenses, and contact lenses. Reimbursement requests shall be processed in a manner which shall be established by the parties. In no event shall an employee be eligible for more than \$1,000 total for the employee's entire family during the four-year term from May 1, 2014 through April 30, 2018. The \$1,000 may be used all at one time, or it may be used in increments over the four-year term from May 1, 2014 through April 30, 2018.

ARTICLE TWENTY-ONE

HOURS OF WORK

Section 1. General Provisions

a) The work schedule(s) for employees in this bargaining unit shall be as follows:

Silvis Public Works Department (Street, Water, Park)

Start Work at 7:00 A.M.

Break 9:00-9:20 A.M. (paid)

Lunch 12:00-12:30 P.M. (unpaid)

End work at 3:30 P.M

The above is a Monday through Friday work schedule.

City Clerk's Office (Monday through Friday)

Water/Sewer Clerk/Secretary works 7:45 A.M. to 4:15 P.M. with a break (paid) at 11:45-12:00 P.M. and then lunch (unpaid) from 12:00-12:30 P.M.

Billing Clerk/Sec-Asst. Acct. works 8:00 A.M. to 4:30 P.M. with a break (paid) at 12:30-12:45 P.M. and then lunch (unpaid) from 12:45-1:15 P.M.

Accountant works from 8:45 A.M. to 5:15 P.M. with a break (paid) at 12:45-1:00 P.M. and then lunch (unpaid) from 1:00-1:30 P.M.

Billing clerk works 8:00 A.M. to 4:30 P.M. with a break from 12:45-1:00 P.M. (paid) and then lunch (unpaid) from 1:00-1:30 P.M.

Telecommunicators (24 hours a day, seven days a week)

Three shifts: 7:00 A.M. - 3:00 P.M.; 3:00 P.M. - 11:00 P.M.; 11:00 P.M. - 7:00 A.M.

They take lunch periods when and if time permits and coverage of the radio is available. All breaks are paid.

Community Service Officer (Monday through Friday)

Works 8:00 A.M. to 4:00 P.M. and takes a thirty (30) minute (paid) lunch when time permits. One (1) twenty (20) minute (paid) break is given.

b) Definitions.

The "work week" is defined as the 168 hours commencing at 12:00 am. Saturday.

c) Overtime Payment

"Employees shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate for all time paid in excess of eight (8) hours daily.

Public Works and Park Department employees shall be allowed to return from the worksite to the (garage, maintenance building, etc.) ten (10) minutes prior to the end of the shift in order to "wash up".

Section 2. Breaks

(a) Rest Periods - Telecommunicators

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 during the second half of the shift.

Section 3. Scheduling Practices

Changes in individual schedules or other work schedules may be made only by mutual agreement of the parties.

Section 4. Overtime Procedure

Overtime Procedure

Overtime shall be distributed as equally as possible among the qualified employees who normally perform the work in the position classification in which the overtime is needed. It shall be distributed on a rotating basis among such qualified employees in accordance with seniority.

If all qualified employees in an equalizing group are offered overtime and refuse, then prior to forcing an employee to work such assignment, the Employer shall assign such overtime to a qualified employee, or qualified employees not in the equalizing group who volunteered for such assignment.

For the purpose of equalizing the distribution of overtime, a qualified employee who is offered but declines an overtime assignment or is not available by telephone and cell phone or cannot arrive at the work site in a reasonable period of time shall be deemed to have worked the hours assigned.

Directed Overtime

If all qualified employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior qualified employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours. Equalization does not apply to directed overtime.

If the employee is on an approved and scheduled absence from work, the employee will neither be contacted to work overtime or charged with overtime hours.

If the Employer mistakenly does not offer overtime to an employee, the Employer will equalize the overtime call-out list as soon as practically possible.

The Employer, every month, shall post a list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee so worked.

Section 5. Call-Back Pal.

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 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.

The City is occasionally faced with emergency situations, or situations which may need technical expert or experienced employees. In these cases the City will attempt to call such employees in for overtime before calling other employees. In such cases the employee involved will still be charged for the overtime.

Section 8, Stand-By Pay

A qualified employee is entitled to stand-by pay when required to be available for possible recall for work. Qualified employees in the Department shall have an equal opportunity to be on the stand-by list. All stand-by time shall be equalized among all qualified employees.

An employee entitled to stand-by pay under this Section shall receive four (4) hours pay at the applicable rate for each day or portion thereof of stand-by whether required to work or not.

An employee eligible for stand-by pay shall not receive call-back pay in the same 24 hour period.

Section 7, Water/Sewer Maintenance On Call Pay

Employees shall be paid two hours at their straight time rate, per day for being on call. These employees are eligible for call back pay, at a minimum of two hours per call, at time and one half.

ARTICLE TWENTY-TWO
PAYMENT OF COMPENSATION

The compensation of all city employees shall be paid on every other Thursday at 3:00 P.M., payable every two weeks. The amount of compensation for employees shall be determined from time to time by ordinance or resolution or other wise subject to collective bargaining agreements.

All employee time sheets shall be submitted no later that 10:00 A.M. on the Monday of the week of issuance of payroll. All employee time sheets must be personally verified by each employee. The City of Silvis shall not issue payroll until the City of Silvis receives a timely and properly completed time sheet from an employee.

ARTICLE TWENTY-THREE
HOLIDAYS

Section 1. Amounts

All employees shall have time off with full salary payment on the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve and Christmas Day.

An employee must be on paid status the workday before and the workday after the Holiday in order to receive Holiday pay.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday.

When a holiday falls on a Sunday, it shall be observed on the following Monday.

Section 2. Holiday Payment for days worked

In addition to a full day's salary per Section 1 above, employees who work a holiday shall also be paid or employee may choose comp. time at the rate of time and one-half for all time worked. In addition, employees shall earn one-half hour compensation time for every hour worked on any Holiday.

Section 3. Holiday Payment-Telecommunicator's Only

When a holiday falls on an employee's scheduled day off, the employee shall receive eight (8) hours pay at time and one-half (1.5) of their regular hourly rate.

Section 4. Advance Notice

When some but not all employees are needed to work on a holiday, such holiday work shall be offered to qualified employees on a seniority rotation basis. In those instances when an insufficient number of employees accept the offer to work, the remaining number of qualified employees needed shall be mandated to work by inverse order of seniority on a rotating basis.

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 5. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be paid for that holiday and retain the vacation day.

ARTICLE TWENTY-FOUR

VACATION

Section 1. Accrual

Employees shall earn vacation time in accordance with the following schedule:

Upon completion of one **(1) year** of service, ten (10) days per year.

Upon completion of three **(3) years** of service, fifteen (15) days per year.

Upon completion of seven **(7) years** of service, twenty (20) days per year.

Upon completion of fourteen **(14) years** of service, twenty-five (25) days per year.

Upon completion of twenty **(20) years** of service, thirty (30) days per year.

During an employee's first year of service, vacation shall be earned monthly on a pro-rated basis.

Section 2. Use

Vacation time may be taken in increments of four (4) hours.

Vacation time shall be used within one (1) year after the end of the anniversary date in which it was earned.

Section 3. Part-Time Employees

Vacation for part-time employees shall be pro-rated based upon the percentage of full time the employee works.

Section 4. Vacation Schedules

Subject to Section 5 and the Employer's operating needs, vacations shall be scheduled as requested by the employee. If an employee does not request and take accrued vacation within a one (1) year period after it is earned, such vacation time shall be lost.

In establishing vacation schedules, the Employer shall consider both the employee's preference and the Employer's operating needs. Conflicts in requested vacation schedules shall be resolved by seniority.

Employees who file their preference by January 31st shall be notified of the vacation schedules by February 5th of that calendar year. **Note: Telecommunicators shall follow General Order

#39 which became effective March 15, 1997 for their Policy and Procedures (copy of this is on file at the Police Dept.).

Once vacation requests are granted, they shall not be denied.

Section 5. Payment in Lieu of Vacation

If because of operating needs the Employer cannot grant an employee's request for vacation time within the one (1) year period after such time was earned, such vacation time shall be liquidated in cash or it may be carried over for one (1) year.

ARTICLE TWENTY-FIVE
SICK LEAVE

Section 1.

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist or other professional medical practitioner, and in the event of illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner, or a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such 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 one (1) hour at a time.

Section 2.

Employee at the time of retirement has the option to use up to 15% of accrued sick time towards the employee portion of the health insurance premiums. Sick days used toward retirement healthcare premiums cannot be applied to length of service for 1MRF. At the time of retirement, any accrued sick days used to increase length of service to 1MRF cannot be used toward payment of healthcare premiums. Example; 240 sick days available at retirement; up to 36 sick days could be used for health insurance and 204 sick days applied to length of service.

All accumulated sick leave may be used towards IMRF credit as the law allows minus sick days used for healthcare premiums.

Section 3.

If the Employer has reason to suspect that an employee is abusing his or her sick leave, the employee may be required to provide the Employer with documentation indicating that the sick leave was used for medical purposes in order for the employee to be eligible for sick leave pay. Abuse of sick leave shall be defined as the utilization of sick leave for purposes other than those stated in this Agreement.

ARTICLE TWENTY-SIX
"FAMILY AND MEDICAL LEAVE ACT OF 1993"

Employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act of 1993, upon the effective date of the Act (August 5, 1993).

- A. Employees may take up to twelve (12) weeks of unpaid leave within a twelve (12) month period in the following instances: because of the birth of a child of an employee and in order to care for such child, or upon placement of a child with the employee for adoption or foster care, or because of a serious health condition of an employee or an employee's family member.

For purposes of this Section, "family member" shall be defined as parents or stepparents, spouse, or children.

The Employer shall maintain insurance coverage for the duration of the leave at the level coverage would have been provided if the employee had continued in his/her normal employment status.

Employees may use family and medical leave as an intermittent or part-time leave.

Employees may elect to substitute any accumulated paid leave for any portion of the unpaid leave or may take such unpaid leave in addition to any paid leave for which the employee may be eligible.

- A. Any employee who takes a leave pursuant to this Section shall be entitled, upon return from such leave:
1. To be restored by the Employer to the position held by the employee when the leave commenced.

ARTICLE TWENTY-SEVEN

BEREAVEMENT PAY

In the event of death in the immediate family or household (as herein defined) of an employee, the employee shall be granted three (3) consecutive work days of leave of absence with full pay to make household adjustments, necessary arrangements, or to attend funeral services. Bereavement pay as provided for in this section is separate from sick pay. Upon request of an employee, the Department Head may grant an extension of bereavement leave, but any such additional leave shall be charged against the employee's sick leave and shall not exceed an additional two (2) days. The bereavement leave shall be used within five (5) days of the funeral.

Bereavement pay will be granted for the following:

Spouse	Mother-in-Law
Child	Father-in-Law
Step Child (Current Spouse)	Brother-in-Law
Parent	Sister-in-Law
Step-Parent	Grandparent
Brother	Grandparent-in-Law
Sister	Grandchild

Employee shall be allowed to take an earned sick day to attend the funeral of a relative not covered under bereavement pay.

ARTICLE TWENTY-EIGHT

LEAVES OF ABSENCE

Conventions:

Bargaining unit members may attend conventions, meetings or affairs on behalf of the City after receiving the approval of the respective City Council. Any expense for such attendance will be allowed also with the approval of the respective City Council in accordance with established City travel policies and procedures. Should the leave of absence occur during the employee's regular work week the employee shall be paid for the leave of absence during said work week at the regular rate of pay.

Military Leave:

All members of the bargaining unit who are members of the National Guard or Officer's Reserve Corps of the United State of America, or enlisted reserve who are ordered by proper authority to active military duty shall be entitled to leave of absence for a period of such active service without loss of status of time, and if such employees shall have been full-time service of the municipality for at least six (6) months immediately preceding the call to service, he/she shall receive a difference between his/her regular municipal pay and the lesser military pay for a period of fifteen(15) days of such military leave in the case of a reserve or national guard personnel. The length of time off for military leave may be extended if approval by the City Council.

Maternity Leave:

In addition to other authorized leave time, the employer may grant an unpaid leave of absence for maternity leave.

Employees shall retain seniority as though employed by the City during authorized leaves of absence.

Educational Leave:

A leave of absence for a period not to exceed one (1) year may be granted an employee, upon written request to the City Council, as decided by the Council in its discretion, for the employee to attend a recognized college, university, trade or technical, for job related study or training. Such leave shall be for good cause, shall be without pay, and shall not accumulate seniority.

Union Leave:

Local union representatives shall be allowed time off, not to exceed five (5) working days, without pay to attend State and International Conventions, and/or State or area wide meetings, provided that such representative gives reasonable notice to his/her supervisor, and provided that the leave does not cause any additional cost to the City or any scheduling problems.

General Leave:

The City may grant a leave of absence without pay, for a good and reasonable cause, as decided by the City Council in its discretion, not to exceed one (1) year. No accumulation of seniority would occur during this leave.

ARTICLE TWENTY-NINE

JURY DUTIES

Section 1.

Any employee shall be excused from work on a work day on which he/she performs jury service. providing he/she gives prior notice to his /her supervisor, and makes a reasonable effort to report for work during regular working hours to perform as much of his/her regular work as he/she can do.

Section 2.

An employee who is excused for jury duty and who furnished the City with a statement from the court with regard to jury pay received and time spent on jury service on a regularly scheduled work day, will be reimbursed by the City as follows:

- a) An employee absent for his/her entire shift will be paid the difference between jury pay and his/her regular wages.
- b) An employee who performs jury services and works on the same day will be paid the difference, if any, between his/her actual earnings for the day plus the jury pay and his/her regular wages.
- c) An employee who is called for jury services, responds to the call, and loses time from work, but is not accepted for jury service, will receive an amount equal to his/her regular wages for such time lost, provided he/she returns to his/her job promptly.

ARTICLE THIRTY
VOTING

Section 1.

In the event an employee's work schedule will not permit him or her to vote in any Federal, State, or Municipal election, he/she or shall be allowed the necessary time off to vote without loss of pay.

ARTICLE THIRTY-ONE

JOB BIDDING

The Department Head(s) in charge shall post a notice of position(s) available on all City bulletin boards. Said job notice bulletin(s) shall be posted for a period of five (5) working days.

A) Listed below are the job bidding procedures that have been established.

Step 1.

When a job opening occurs in a department, employee(s) within the department shall be given preference to bid upon the job opening, and award of the job shall be based upon Departmental Seniority, and qualifications within the bargaining unit.

Step 2.

If no employee(s) within the department bid on the job, then employees from other departments can bid on the job. The award of the job will be based on the employee(s) City - Wide Seniority within the bargaining unit, and qualifications.

Section 1.

All promotions shall be subject to a probationary period of fifteen (15) working days. If an employee is found to be unqualified, the employee will be reinstated to their prior position from which promoted. The employee will be able to return to their previous position within fifteen (15) working days, if requested.

Section 2.

The Department Head(s) in charge will review the progress with the probationary employee. At the end of the probationary period, a determination of the employee's performance and job qualification shall be provided to the employee for review.

Section 3.

During the probationary period, the employee will be paid at the rate for the assigned classification. The probationary period shall be fifteen (15) working days.

Section 4.

Definition of "qualification". Employees shall qualify under Civil Service testing and will be required to pass the necessary tests for that position. All individuals shall be tested on the same basis.

ARTICLE THIRTY-TWO

JOB DESCRIPTIONS

ACCOUNTANT

Primary Function:

Performs accounting and administrative work related to the various funds and accounts of the City in accordance with accepted municipal accounting principals and practices. Responsibilities include maintaining general ledger accounts, reconciling bank statements with receipts and disbursements, preparing bills for payment and writing checks, processing payroll and preparing a variety of financial reports. Work includes the operation of a computer system and other standard office machines. Although most work is conducted in accordance with prescribed procedures and methods, independent judgment may be required from time to time when circumstances do not fit the norm. Work is performed under the supervision of the City Clerk and is reviewed periodically through inspection and evaluation.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Keep and maintain accounting records and prepare financial reports.
2. Reconcile monthly bank statements with receipts and deposits.
3. Prepare monthly reports for City Council and department heads.
4. Prepare bills for payment and write checks.
5. Maintain special accounts and financial records such as sewer assessments.
6. Distribute property tax receipts among the appropriate funds and accounts and prepare a report as to amount and distribution of such receipts.
7. Process payroll, write checks and maintain payroll records; prepare and file monthly, quarterly and annual payroll reports and make deposits with appropriate state and federal agencies.
8. Assist Finance Committee with financial information and the preparation of the annual appropriation and tax levy ordinances.
9. Prepare Treasurer's report.
10. Make periodic bond payments.
11. Assist auditor with annual audit.
12. Supervise the Accountant's Assistant/Secretary in work related to accounting activities.
13. Perform related work as required.

Required Experience and Training:

Graduation from high school, supplemented by additional course work in governmental accounting, computer operations and office procedures; a bachelor's degree in accounting,

business or related field desirable; or any equivalent combination of education, experience and training which would provide the following knowledge, abilities and skills:

Have considerable experience in business or governmental accounting.

Have experience operating and maintaining a computerized accounting system.

Have considerable knowledge of a full range of accounting principals, practices and procedures, including municipal fund accounting.

Have knowledge of general office procedures and practices.

Have the ability to apply knowledge to the maintenance of municipal accounting records and reports.

Have the ability to supervise personnel involved in work related to accounting activities.

Have the ability to make moderately complex decisions in accordance with established policies and procedures.

Have the ability to perform detailed work involving written and numeric data and to make arithmetic calculations rapidly and accurately.

Have the ability to assist in maintaining administrative, fiscal and general records and to prepare reports and answer questions from such records.

Have the ability to work with other employees and take orders from a supervisor.

Have the ability to work with the public and represent the city in a positive manner.

ACCOUNTANT'S ASSISTANT/SECRETARY

Primary Function:

Assists the Accountant and performs secretarial duties for the City Clerk and other department heads as required. The position includes responsible work related to: assisting the Accountant with regular and special financial information processing and computer operations; and performing secretarial and clerical work. Work requires the exercise of judgment in the application of prescribed procedures and methods to routine matter. Depending upon the nature of the assignment, work is performed under the supervision of the Accountant and/or the City Clerk and is reviewed periodically through inspection and evaluation.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Assists the Accountant in keeping accounting and budgetary reports.
2. Operates computer, typewriter, calculator, copy machine and other common office equipment.
3. Prepares replies to correspondence without dictation in accordance with established procedures.
4. Creates and maintains confidential and semi-confidential files for the City Clerk and others as required.
5. Secures ordinances in a permanent journal and maintains ordinance files.
6. Publishes all legal notices and other documents in the newspaper.
7. Types correspondence, forms, form letters, reports and similar material from notes, rough drafts or verbal instructions.
8. Works at counter receiving applications and issuing various licenses; receives payments on water/sewer bills, etc.
9. Answers inquiries according to established departmental policy, answers departmental telephone and directs callers to proper department or party.
10. Performs related work as required.

Required Experience and Training:

Graduation from high school, supplemented by additional course work in secretarial, accounting, computer operations and office procedures; one or more years recent experience operating a small computer system; and experience in an office, typing general correspondence and other documents, keeping basic accounting records and performing general office functions; or any equivalent combination of education, experience and training which would provide the following knowledge, abilities and skills:

Thorough knowledge of secretarial practices and procedures.

Thorough knowledge of business English, spelling, arithmetic and vocabulary.

Considerable knowledge of modern office practices, procedures and equipment.

Knowledge of basic bookkeeping principles and practices, and of their application to accounting transactions.

Ability to handle confidential information and matters in a discrete and professional fashion.

Ability to make moderately complex decisions in accordance with established policies and procedures.

Ability to make and verify financial computations with accuracy and at reasonable rate of speed.

Ability to assist in maintaining administrative, fiscal and general records and to prepare reports and answer questions from such records.

Ability to maintain effective relationships with other employees and the public and to deal with public relations problems courteously and tactfully.

Skill in the operation of a computer system/terminal and other common office equipment, including typing at the minimum rate of 60 words per minute.

WATER/SEWER ACCOUNT CLERK/SECRETARY

Primary Function:

Performs clerical work related to the processing and maintenance of water and sewer accounts, workers compensation insurance and other insurance related matters. Work includes performing general clerical and secretarial work for the City Clerk, the Director of Public Works and other department heads and working closely with Public Works Department Water and Sewer Division employees handling service calls and other departmental problems. The operation of a typewriter, computer system, calculator, copy machine and other standard office equipment is required. Work is performed under the supervision of the City Clerk and the Director of Public Works and is reviewed periodically through inspection and evaluation by the City Clerk.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Enters water meter readings in computerized water and sewer billing system, runs quarterly bills and reviews bills for unpaid balances; applies penalties as required; mails water and sewer bills; and accepts and posts payments.
2. Receives calls and takes information for service initiation and termination; adds to or deletes customer from billing system; prepares final billing for terminated service; makes arrangements for water shut-off/turn-ons; and accepts meter deposits and maintains meter deposit records.
3. Prepares route books and reviews with meter reader.
4. Keeps curb stop location files up-to-date.
5. Performs a variety of activities regarding work related injuries and illnesses, including: receiving information from employees or department heads; calling ahead and making arrangement with City physician for treatment; making certain that employee with work related injury or illness have proper physician release before returning to work; accepting and processing billings for treatment; and maintaining records and preparing and filing reports.
6. Receives information from employees regarding disability claims; completes reports; facilitates claims settlement between employee and insurance carrier; and receives and distributes disability checks from insurance carrier to employee.
7. Provides information to employees regarding insurance coverage and procedures; maintains records and compiles reports.
8. Answers telephone, transfers calls and/or takes messages.
9. Handles front counter payments, especially water and sewer payments, and requests for information and complaints.
10. Types and files correspondence, compiles data and prepares reports and performs other clerical services for the Director of Public Works.
11. Performs other work as required.

Required Experience and Training:

Graduation from high school, supplemented by course work in accounting and bookkeeping, insurance, typing and office procedures; or any equivalent combination of education, experience and training which provides the following knowledge, abilities and skills:

Have experience operating and maintaining a computer system performing billing and/or accounting procedures.

Have some knowledge of basic accounting and bookkeeping principles and practices.

Have the ability to be accurate and thorough when working under conditions requiring work to be completed in short periods of time.

Have the ability to maintain detailed records and to prepare reports and questions from such records.

Have knowledge of business English, spelling, vocabulary and arithmetic.

Have knowledge of modern office practices, procedures and equipment.

Have knowledge of secretarial practices and procedures.

Have the ability to make moderately complex decisions in accordance with established policies and procedures.

Have the ability to make and verify arithmetic and financial computations with accuracy and at reasonable rate of speed.

Have the ability to maintain effective relationships with other employees and the public and to deal with public relations problems courteously and tactfully.

Have the ability to type at a minimum rate of 45 words per minute.

BILLING CLERK

Primary Function:

Performs clerical work related to the processing and payment of invoices for goods and services provided by outside vendors for City operations, Work also includes performing general clerical work in the City Clerk's Office for the City Clerk and other department heads. Work includes the operation of a typewriter, computer, copy machine and other standard office equipment. Work is performed under the supervision of the City Clerk and is reviewed periodically through inspection and evaluation.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Receives and dates invoices; completes purchases orders and assigns appropriate numbers; determines proper budgetary account to which invoice will be charged.
2. Obtains signature of appropriate department head to verify invoice and receipt of goods or services.
3. Prepares invoices and purchase orders for City Council review, approval and payment; writes checks for payment and files invoices and purchase orders.
4. Orders supplies for departmental operations and maintains related records and files.
5. Answers telephone, transfers calls and/or takes messages.
6. Handles front counter payments, requests for information and complaints.
7. Types and files correspondence and reports and operates copy machine.
8. Performs other work as required.

Required Experience and Training:

Graduation from high school, supplemented by some course work in bookkeeping, typing and office procedures; or any equivalent combination of education, experience and training which provides the following knowledge, abilities and skills:

Knowledge of business English, spelling, vocabulary and arithmetic.

Knowledge of modern office practices, procedures and equipment.

Knowledge of basic bookkeeping principles and practices.

Knowledge of secretarial practices and procedures.

Ability to make decisions in accordance with established policies and procedures.

Ability to make and verify financial computations with accuracy and at reasonable rate of speed.

Ability to maintain effective relationships with other employees and the public and to deal with public relations problems courteously and tactfully.

Ability to type at a minimum rate of 40 words per minute.

STREET MAINTENANCE LEADWORKER

Primary Function:

Performs, leads and supervises a variety of unskilled, semi-skilled and skilled work related to the maintenance and repair of the streets, alleys, sidewalks, and storm drainage facilities of the City. Work involves performance of indoor and out-of-door task during all times of the year, sometimes in extreme weather conditions of heat, cold, and moisture and requires constant attention to safety for ones self, fellow workers and the public. The work may be of more than average difficulty and require skills and special knowledge acquired through experience and training. Work includes the operation of light to heavy-duty trucks, backhoes, graders, street sweepers and other heavy operating equipment and tools. Although person in a Street Maintenance Leadworker position is normally assigned to the Street Division of the Public Works Department, he/she may be reassigned from time-to-time to work in the Water & Sewer Division and is expected to understand and develop competence in successfully performing various work assignments in each division. Work is performed under supervision of the Director of Public Works and is reviewed periodically through inspection *and* evaluation. A Street Maintenance Leadworker may be required to be on-call on week-ends and during the week at irregular hours and to work overtime as needed and required, and may be required to carry a pager or a cellular telephone.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein.)

1. Leads, supervises and performs cleaning and patching of street surfaces; maintaining and repairing curbs, gutters, storm sewers, catch basins and culverts; mowing street rights-of-way and other public properties; maintaining open drainage channels; and street sweeping and street striping tasks.
2. Leads, supervises and performs snow removal, including plowing, salting and cindering of streets.
3. Supervises the maintenance of all types of public works vehicular and non-vehicular equipment, tools and facilities.
4. Leads, supervises and installs new storm sewer, water main and sanitary sewer.
5. Understands and adheres to all safety requirements including but not limited to: trenching & shoring, entering confined space and signing road construction.
6. Trains division personnel in the operation and proper and safe use of equipment and ensures that all personnel use safety equipment when necessary and required.
7. Assists the Director of Public Works with budgeting, work planning and personnel assignment and project prioritizing; in the absence of the Director, assumes responsibility for the operation of the Street & Bridge Division and for the assignment and supervision of its personnel.
8. Assists the Director of Public Works with inspection and oversight of projects being completed by outside contractors.

9. Maintains written, numeric and graphic records and files related to division employees, equipment, projects and daily work records.
10. Purchases small tools and equipment and, with the approval of the Director of Public Works, larger items, all in accordance with approved purchasing procedures.
11. Drives light to heavy-duty trucks; operates a backhoe, grader or other equipment in conjunction with repairs of streets, storm sewers, sanitary sewers and water mains; hauls rock, gravel, sand, dirt, salt, etc
12. Operates a variety of non-vehicular equipment including, but not limited to, air compressor, jack hammer, mower, chain saw, cement saw and sandblaster.
13. Fabricates and erects signs and barricades; barricades job sites or makes certain that job sites are properly barricaded.
14. Performs manual labor including shoveling, trimming and cutting trees, painting, loading and unloading material from trucks; cutting weeds and bushes, digging ditches and clearing job sites.
15. Provides assistance to other divisions of the Public Works Department as required.
16. Performs general Street Department work as required.

Required Experience & Training:

Graduation from high school and have considerable experience in the maintenance and repair of streets, storm sewers, and other public works facilities; or any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills, including the following:

Posses sufficient strength and stamina to do heavy labor work for extended periods of time, occasionally under adverse weather conditions such as cold, rain and snow.

Possess at least a Class "B" Illinois Commercial Driver's License. **After 5-1-04, new hires must acquire tanker and air brake endorsements within 90 days of hire.**

Have experience leading and supervising employees.

Have knowledge of traffic regulations and experience operating light, medium and heavy-duty trucks, tractors, backhoes, graders and similar types of equipment.

Have knowledge of the safe operation of hand tools and mechanized equipment.

Have the ability to read and understand written and oral instructions, to read maps, charts and diagrams and to perform basic arithmetic functions.

Have the ability to work with other employees, take orders from a supervisor and to supervise other employees.

Have the ability to anticipate and to solve problems.

Have the ability to work with the public and represent the City in a positive manner.

Be a self-starter and have the ability to work independently with a minimal amount of supervision and to carry out a job assignment to its completion.

Be willing to work overtime and be available for work.

UTILITY MAINTENANCE LEADWORKER

Primary Functions:

Performs, leads and supervises a variety of unskilled, semi-skilled and skilled work related to the operation, maintenance and repair of the potable water and waste water systems of the City. Work involves performance of indoor and out-of-door tasks during all times of the year, sometimes in extreme weather conditions of heat, cold and moisture and requires constant attention to safety for ones self, fellow workers and the public. The work may be of average or above-average difficulty and require skills and special knowledge acquired through experience and training. Work includes the operation of light to heavy-duty trucks and other operating equipment and tools. Although person in a Utility Maintenance Leadworker position is normally assigned to the Water & Sewer Division of the Public Works Department, he/she may be reassigned from time-to-time to work in the Streets Division and is expected to understand and develop competence, in successfully performing various work assignments in each division. Work is performed under the supervision of the Director of Public Works and is reviewed periodically through inspection and evaluation. The Utility Maintenance Leadworker may be required to be on-call on week-ends and during the week at irregular hours and to work over-time as needed and required, and may be required to carry a pager or a cellular telephone.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein.)

- 1) Regularly checks and monitors wells, water plant, water towers and pumping stations to determine status of operation, record data, perform preventative maintenance, make water analyses tests and adjust chemical levels in accordance with pre-established procedures and standards and anticipate and solve operational problems.
- 2) Leads, supervises and performs emergency and non-emergency maintenance and repair work on the water and waste water systems: repairing and replacing water mains, hydrants and valves; repairing, replacing and cleaning sewer lines; installing, cleaning and repairing manholes; constructing and repairing catch basins; installing, cleaning and repairing flapper gates; and performing carpentry, bricklaying and cement finishing as required.
- 3) Leads, supervises and installs new sanitary sewer and water main.
- 4) Understands and adheres to all safety requirements including but not limited to: trenching & shoring, entering confined space and signing road construction.
- 5) Trains division personnel in the operation and maintenance of the water and waste water systems and in the proper and safe operation of equipment and ensures that all personnel use safety equipment when necessary and required.
- 6) Assists Director of Public Works with budgeting, work planning and personnel assignment in the absence of the Director, assumes responsibility for the operation of the Water & Sewer Division and for the assignment and supervision of its personnel.

- 7) Assists the Director of Public Works with inspection and oversight of projects being completed by outside contractors.
- 8) Maintains written, numeric and graphic records, as required, on the water and sewer systems, including related equipment and facilities.
- 9) Purchases small tools and equipment and, with the approval of the Director of Public Works, larger items, all in accordance with approved purchasing procedures.
- 10) Installs, removes and reads meters; repairs and tests City-owned meters; works with customers to determine cause of high water consumption.
- 11) Uses maps, charts and other printed matter to determine location of valves and shutoffs in the water and waste water systems.
- 12) Exercises and repairs valves and hydrants to ensure proper operation in emergency and non-emergency times.
- 13) Supervises and performs maintenance on operating equipment and facilities, such as shop facilities, trucks, tools, etc.
- 14) Provides assistance to other divisions of the Public Works Department as required.
- 15) Performs general Utility maintenance work as required.

Required Experience and Training:

Graduation from high school and have considerable experience in the operation, maintenance and repair of water and sewer systems; or any equivalent combination of education, experience, training and physical health which provides the following knowledge, abilities and skills:

Be in good physical condition with sufficient strength and stamina to do heavy labor work for extended periods of time, occasionally under adverse weather conditions such as cold, rain and snow.

Possess at least a Class "B" Illinois Commercial Drivers License.

After 5-1-2004, new hires must acquire air brake and tanker endorsements within 90 days of hire.

Possess an Illinois Class "C" Certification of Competency to operate a public water supply.

Have experience leading and supervising employees.

Have knowledge of traffic regulations and experience safely operating light, medium and heavy-duty trucks and equipment.

Have knowledge of the safe operation of hand tools and mechanized equipment.

Have the ability to climb elevated towers to perform inspection and maintenance tasks.

Have the ability to read and understand written and oral instructions, to read maps, charts and diagrams and to perform basic arithmetic functions.

Have the ability to work with other employees, take orders from a supervisor and to supervise other employees.

Have the ability to work with the public and represent the City in a positive manner.

Be a self-starter and have the ability to work independently with a minimal amount of supervision to carry out job assignments to completion.

Be willing to work overtime and be available for emergency work; be willing to be "on-call" as required.

STREET MAINTENANCE WORKER

Primary Function:

Performs a variety of unskilled, semi-skilled and skilled work related to the maintenance and repair of the streets, alleys, sidewalks, and storm drainage facilities of the City and the maintenance and repair of the equipment used for such work. Work involves performance of indoor and out-of-door tasks during all times of the year, sometimes in extreme weather conditions of heat, cold and moisture and requires constant attention to safety for ones self, fellow workers and the public. The work may be of more than average difficulty and require skills and special knowledge acquired through experience and training. Work includes the operation of light to heavy-duty trucks, backhoes, graders, street sweepers and other heavy operating equipment and tools. Although a person in a Street Maintenance Worker position is normally assigned to the Street Division of the Public Works Department, he/she may be reassigned from time-to-time to work in the Water and Sewer Division and Parks Division and is expected to make progress in mastering jobs and acquiring skills both in his/her primary assigned division as well as in other divisions of the Public Works Department and to prepare for advancement as promotional opportunities arise. Work is performed under supervision of the Street Maintenance Leadworker and the Director of Public Works and is reviewed periodically through inspection and evaluation. In the absences of the Street Maintenance Leadworker, a person in the position of Street Maintenance Worker may be assigned the duties and responsibilities of the Street Maintenance Leadworker. A Street Maintenance Worker may be required to be on-call on weekends and during the week at irregular hours and to work overtime as required.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Cleans and patches street surfaces; maintains and repairs curbs, gutters, storm sewers, catch basins and culverts; mows street rights-of-way and other public properties; maintains open drainage channels; performs street sweeping and street striping tasks.
2. Maintains, cleans and performs mechanical work on all types of public works vehicular and non-vehicular equipment, tools and facilities; files owners manuals and other information and maintains maintenance records; maintains an inventory of all vehicles, equipment and tools.
3. Builds manholes and catch basins by setting forms and pouring concrete, laying bricks or installing pre-cast manholes and catch basin.
4. Drives light to heavy-duty trucks, operates a backhoe, grader or other equipment in conjunction with repairs of streets, storm sewers, sanitary sewers and water mains; hauls rock, gravel, sand, dirt, salt, etc.

5. Operates a variety of non-vehicular equipment including, but not limited to, air compressor, jack hammer, mower, chain saw, cement saw and sand blaster.
6. Performs snow removal, including plowing, salting and cindering of streets.
7. Fabricates and erects signs and barricades and barricades job sites.
8. Performs manual labor including shoveling, trimming and cutting trees, painting, loading and unloading material from trucks; cutting weeds and bushes, digging ditches and clearing job sites.
9. Performs a variety of building maintenance, carpentry, painting and masonry tasks.
10. Provides assistance to other divisions of the Public Works Department as required.
11. Assists the Street Maintenance Leadworker and Director of Public Works in planning and prioritizing projects and work assignments.
12. Periodically supervises temporary or seasonal workers and Public Works Laboreres; in the absence of the Street Maintenance Leadworker assumes the duties and responsibilities of the Leadworker.
13. Performs other work as required.

Required Experience and Training:

Graduation from high school and have experience in the maintenance and repair of streets, storm sewers, and other public works facilities; or any equivalent combination of education, experience, training and physical health which provides the following knowledge, abilities and skills:

Be in good physical condition with sufficient strength and stamina to do heavy labor work for extended periods of time, occasionally under adverse weather conditions such as cold, rain and snow.

Possess at least a Class "B" Illinois Commercial Driver's License. **After 5-1-2004, new hires must acquire air brake and tanker endorsements within 90 days of hire.**

Have knowledge of traffic regulations and experience safely operating light, medium and heavy-duty trucks, tractors, backhoes, graders and similar types of equipment.

Have knowledge of the safe operation of hand tools and mechanized equipment.

Have experience in vehicular and other mechanical equipment maintenance and repair.

Have the ability to read and understand written and oral instructions, to read maps, charts and diagrams and to perform basic arithmetic functions.

Have the ability to work with other employees, take orders from a supervisor and to supervise other employees.

Have the ability to work with the public and represent the City in a positive manner.

Be a self-starter and have the ability to work independently with a minimal amount of supervision and to carry out a job assignment to its completion.

Be willing to work overtime and be available for emergency work.

UTILITY MAINTENANCE WORKER

Primary Function:

Performs a variety of unskilled, semi-skilled and skilled work related to the operation, maintenance and repair of the potable water and waste water systems of the City. Work involves performance of indoor and out-of-door tasks during all times of the year, sometimes in extreme weather conditions of heat, cold and moisture and requires constant attention to safety for ones self, fellow workers and the public. The work may be of more than average difficulty and require skills and special knowledge acquired through experience and training. Work includes the operation of light to heavy-duty trucks and other heavy operating equipment and tools. Although a person in a Utility Maintenance Worker position is normally assigned to the Water and Sewer division of the Public Works Department, he/she may be reassigned from time-to-time to work in the Street Division and park division and is expected to make progress in mastering jobs and acquiring skills both in his/her primary assigned division as well as in other divisions of the Public Works Department and to prepare for advancement as promotional opportunities arise. Work is performed under supervision of the Utility Maintenance Leadworker and the Director of Public Works and is reviewed periodically through inspection and evaluation. In the absence of the Utility Maintenance Leadworker, a person in the position of Utility Maintenance Worker may be assigned the duties and responsibilities of the Utility Maintenance Leadworker. A Utility Maintenance Worker may be required to be on-call on weekends and during the week at irregular hours and to work overtime as required.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Reads, repairs and installs water meters.
2. Makes service calls and corrects problems.
3. Builds manholes and catch basins by setting forms and pouring concrete, laying bricks or installing pre-cast manholes and catch basin; installs watermains, sanitary sewers and water hydrants.
4. Repairs watermains and sanitary sewer breaks in emergency and non-emergency situations, using digging tools, metal detection devices and various kinds of hand tools; opens blocked sanitary sewers.
5. Drives light to heavy-duty trucks, operates a backhoe, sewer jetter and a variety of non-vehicular equipment, such as a jack hammer and air compressor, in conjunction with repair of water and sewer mains and facilities.
6. Exercises and repairs valves, flushes and repairs hydrants.
7. Checks, monitors and maintains water and sewer system equipment and facilities, including the water plant, wells, elevated storage facilities, and pumping stations; records maintenance information.

8. Makes water analyses tests and records results; reports unusual or abnormal results to the Utility Maintenance Leadworker or Director of Public Works.
9. Maintains and cleans all types of vehicular and non-vehicular equipment and facilities, including shop facilities, trucks, tools, catch basins and manholes.
10. Provides assistance to other divisions of the Public Works Department as required.
11. Periodically supervises temporary or seasonal workers and Public Works Laborers; in the absence of the Utility Maintenance Leadworker assumes the duties and responsibilities of the Leadworker.
12. Performs other work as required.

Required Experience and Training:

Graduation from high school and have experience in the operation, maintenance and repair of water and sewer systems; or any equivalent combination of education, experience, training and physical health which provides the following knowledge, abilities and skills:

Be in good physical condition with sufficient strength and stamina to do heavy labor work for extended periods of time, occasionally under adverse weather conditions such as cold, rain and snow.

Possess at least a Class "B" Illinois Commercial Driver's License. **After 5-1-2004, new hires must acquire air brake and tanker endorsements within 90 days of hire.**

Possess an Illinois Class "D" Certificate of Competency to operate a public water supply.

Knowledge of traffic regulations and experience safely operating light, medium and heavy-duty trucks and other equipment.

Knowledge of safe operation of hand tools and mechanized equipment.

Have the ability to climb elevated towers to perform inspection and maintenance tasks.

Have the ability to read and understand written and oral instructions, to read maps, charts and diagrams and to perform basic arithmetic functions.

Have the ability to work with other employees, take orders from a supervisor and to supervise other employees.

Have the ability to work with the public and represent the City in a positive manner.

Be a self-starter and have the ability to work independently with a minimal amount of supervision and to carry out a job assignment to its completion.

Be willing to work overtime and be available for emergency work; be willing to be "on-call" as required.

PUBLIC WORKS LABORER

Primary Function:

Performs a variety of unskilled and semi-skilled work related to the operation, repair and maintenance of the street, storm water, potable water and waste water systems of the City. Work involves performance of indoor and out-of-door tasks during all times of the year, sometimes in extreme weather conditions of heat, cold or moisture and requires constant attention to safety for ones self, fellow workers and the public. The work may be of more than average difficulty and require skills and special knowledge acquired through experience and training. Work includes the operation of light, medium and heavy-duty trucks and other major operating equipment. A person in a Public Works Laborer's position may be temporarily assigned to a particular "division", i.e. streets or water and sewer, Parks of the Public Works Department and he/she is expected to make progress in mastering jobs and acquiring skills both in his/her assigned division as well as in other divisions of the Public Works Department and to prepare for advancement as promotional opportunities arise. Work is performed under supervision of a Maintenance Worker, Leadworker and the Director of Public Works and is reviewed periodically through inspection and evaluation. A Public Works Laborer may be required to be on-call on weekends and during the week at irregular hours and to work overtime and required.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Participates in the operation and construction and maintenance work of the Street Division and Water and Sewer Division of the Public works Department; cleans and patches streets; builds forms and pours and assists in finishing concrete; maintains or assists in repair of curbs, gutters, culverts, storm drains and catch basins; repairs and maintains water mains and sanitary sewers and related appurtenances.
2. When assigned to the Water and Sewer Division: checks wells, water plant and other water and sewer system facilities; operates valves, hydrants and makes repairs to both; monitors, runs tests and records results regarding the level of chemicals in the water system and reports unusual or abnormal results to the Leadworker or Director of Public Works; reads, repairs and installs meters; and makes service calls and corrects problems.
3. Drives light, medium and heavy-duty trucks and other heavy equipment in conjunction with repairs to streets, storm sewers, sanitary sewers and water mains; hauls rock, gravel, dirt, etc.
4. Performs manual labor including shoveling, trimming and cutting trees, painting, loading and unloading material from trucks; cutting weeds and bushes, digging ditches, and clearing job sites.
5. Maintains and cleans all types of public works equipment and facilities, including vehicles, equipment, tools and buildings.

6. Fabricates and erects signs and barricades, barricades job sites.
7. Performs snow removal, including plowing, salting and cindering of streets.
8. Operates a variety of equipment including, but not limited to, air compressor and jack hammers, rodding machines, chainsaw, chipper, sewer fetter, street striping machine and various hand tools.
9. May periodically supervise temporary or seasonal workers or others in a Public Works Laborer's position who may be less experienced and in training.
10. Performs other work as required.

Required Experience and Training:

Graduation from high school and have some experience in strenuous manual labor work; or any equivalent combination of education, experience, training and physical health which provides the following knowledge, abilities and skills:

Be in good physical condition with sufficient strength and stamina to do heavy labor work for extended periods of time, occasionally under adverse weather conditions such as cold, rain and snow.

Possess at least a Class "B" Illinois Commercial Driver's License. **After 5-1-2004, new hires must acquire air brake and tanker endorsements within 90 days of hire.**

Automatic Advancement

Public Works employees classified "2/7" in the Laborer grade scale (2) shall be allowed to test for possible advancement to the "3/S" Worker grade scale (3). Such testing shall conform to the rules and regulations of the Civil Service Commission adopted by the City of Silvis in 1990. A Memorandum of Understanding has been reached for the one-time combination of the Park Laborer position to the Public Works division as attached Exhibit 3.

Examinations may include physical agility, written, oral and practical or manual skills. The examinations will be prepared by the Director of Public Works in cooperation with the City Attorney and Civil Service Commission. The initial examination will be available for review by the "UNION" as of August 1, 2007 whereupon eligible candidates may partake in the possible advancement process. Successful completion of the examinations would result in a labor grade scale change. Whereupon the examinations are not successfully completed, there would be no labor grade change and the eligible employee would be allowed to attempt another examination no earlier than 90 days since the previous examination was taken. Management reserves the right to change the content of the examinations and agrees the **UNION** would be allowed to review all changes prior to the implementation of said examination.

In the event a position becomes available in the Lead Worker grade scale (4) Article 31 'Job Bidding' procedures shall be followed. Labor grade three employees interested in the Lead Worker position shall partake in an examination process in order to qualify for the position.

When assigned to the Water and Sewer Division, possess or acquire within six (6) months an Illinois Class "D" Certificate of Competency to operate a public water supply.

Have knowledge of traffic regulations and experience safely operating light, medium and heavy-duty trucks and other types of construction equipment.

Have knowledge of motorized equipment sufficient to detect and prevent problems with equipment.

Have knowledge of the safe operation of hand tools and mechanized equipment.

Have the ability to read and understand written and oral instructions, to perform basic arithmetic functions and to carry out a job assignment to its completion.

Have the ability to work with other employees and take orders from a supervisor.

Have the ability to work with the public and represent the City in a positive manner.

Be a self-starter and have the ability to work independently with a minimal amount of supervision and to carry out a job assignment to its completion.

Be willing to work overtime and be available for emergency work.

TELECOMMUNICATOR SUPERVISOR

Primary Function:

Supervises and performs a variety of work related to the operation and maintenance of a police, fire, rescue and emergency medical services communications and information system, receiving requests for information from the public and for routine and emergency police and fire services and promptly and efficiently responding to such requests. Responsibilities also include performance of secretarial and clerical activities and the operation of such office and communications equipment such as: a telephone, two-way radio, computer, typewriter, copy machine, tape recorder and TDD machine. Although the disposition of requests for information and for routine and emergency services is normally in accordance with established procedures and regulations, independent judgment is required from time-to-time when such requests vary from the norm. Work is performed under supervision of the Chief of Police and is reviewed periodically through inspection and evaluation.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Supervises and assists personnel involved in receiving telephone inquiries and requests for police and fire services; dispatches personnel and equipment to incident scenes, accidents, fires and other emergency and non-emergency situations through the use of two-way radio, telephone and other communication equipment.
2. Trains personnel in the proper use of telephone, radio, computer and other equipment in accordance with departmental rules and procedures and monitors the use of such equipment to determine that departmental rules and procedures are being followed; provides remedial training as required.
3. Schedules communications personnel for required coverage of all shifts.
4. Reviews records of all communications occurring on an assigned shift to determine conformance with departmental procedures and regulations; performs minor adjustments to communications equipment and arranges for the maintenance and repair of equipment.
5. Reviews and prepares reports; copies, codes and files reports and records as required; prepares periodic reports.
6. Handles in-person requests from citizens for information and service.
7. Performs secretarial and general clerical services; maintains manuals.
8. Orders supplies, completes purchase requisitions and maintains departmental expenditure records; takes and keeps an inventory of department equipment.
9. Performs other work as required.

Required Experience and Training:

Graduation from high school or equivalent and have considerable experience operating a police and fire radio communications system; or any equivalent combination of education, experience and training which provides the following knowledge, abilities and skills:

Possess LEADS certification as a communications operator.

Have knowledge and skill in the operation of telephone, radio, alarm and computer equipment and systems.

Have knowledge of and considerable experience in the practices, procedures and requirements of emergency communications work.

Have experience leading and supervising employees.

Have the ability to learn the geography of the community, the street system and important buildings and places requiring special police and fire services; and to take down and give clear, concise directions to identified locations in the community.

Have the ability to type accurately at a speed of forty(40) words per minute and to use standard office equipment.

Have the ability to speak clearly and to use good diction.

Have the ability to understand and carry-out oral and written instructions and to deal with the public and other employees in a courteous and tactful manner.

Have the ability to think and act quickly, but stay calm in emergency situations.

Have the ability to keep accurate records and prepare reports.

Be a self-starter and have the ability to work independently with a minimal amount of supervision and to carry out a job assignment to its completion.

Be in good physical condition with no hearing impairment.

TELECOMMUNICATOR

Primary Function:

Performs a variety of work related to the operation and maintenance of a police, fire, rescue and emergency medical services communications and information system, receiving requests for information from the public and for routine and emergency police and fire services and promptly and efficiently responding to such requests. Responsibilities include performance of clerical activities and the operation of such office and communications equipment such as: a telephone, two-way radio, computer, typewriter, copy machine, tape recorder and TDD machine. Although the disposition of requests for information and for routine and emergency services is normally in accordance with established procedures and regulations, some independent judgment is required from time-to-time when such requests vary from the norm. Work is performed under the supervision of the Telecommunicator Supervisor and the Chief of Police and is reviewed periodically through inspection and evaluation.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Received telephone inquires and requests for police and fire services; dispatches personnel and equipment to incident scenes, accidents, fires and other emergency and non-emergency situations through the use of two-way radio, telephone and other communications equipment.
2. Maintains a record of all communications occurring on an assigned shift in accordance with departmental procedures and regulations; performs minor adjustments to communications equipment and reports equipment problems and malfunctions.
3. Types officer's reports; copies and files reports and records as required; prepares periodic reports.
4. Monitors various local, county and state law enforcement, fire protection and public service radio frequencies and alarms.
5. Handles in-person requests from citizens for information and service.
6. Maintains records of issuance of tickets and the disposition of same; collects fine monies; follows up according to departmental procedure.
7. Performs general clerical services.
8. Periodically tests the operation of communications and other emergency equipment.
9. Performs other work as required.

Required Experience and Training:

Graduation from high school or equivalent and have experience operating standard office equipment and radio communications system; or any equivalent combination of education, experience and training which provides the following knowledge, abilities and skills:

Possess LEADS certification as a communications operator or the ability to achieve such certification within six (6) months of employment.

Have knowledge of and skill in the operation of telephone, radio, alarm and computer equipment and systems.

Have some knowledge of the practices, procedures and requirements of emergency communications work.

Have the ability to learn the geography of the community, the street system and important buildings and places requiring special police and fire services; and to take down and give clear, concise directions to identified locations in the community.

Have the ability to type accurately at a speed of forty (40) words per minute and to use standard office equipment.

Have the ability to speak clearly and to use good diction.

Have the ability to understand and carry-out oral and written instructions and to deal with the public and other employees in a courteous and tactful manner.

Have the ability to think and act quickly, but stay calm in emergency situations.

Have the ability to keep accurate records and prepare reports.

Have the ability to work independently with a minimal amount of supervision and to carry out a job assignment to its completion.

Be in good physical condition with no hearing impairment.

COMMUNITY SERVICE OFFICER

Primary Duties:

Under general supervision of the Police Chief, assists the police department with tasks not requiring sworn armed officers. Enforces parking and animal ordinances, operates the city animal shelter, and directs traffic.

Representative Duties:

(The following are intended to be representative duties of the position and may not be performed by all individuals in the position. Additionally, individuals in the position may be required to perform other duties similar to those listed, but not included herein).

1. Investigates and enforces city ordinances pertaining to abandon vehicle complaints.
2. Investigates and enforces all city ordinances and state statutes pertaining to domestic and wild animals. Issues ordinance warnings and citations for violations.
3. Picks up injured, dangerous and unclaimed at large animals and ensures the humane treatment of the animals. May be required to pick up deceased animals.
4. Disposes of unclaimed animals in accordance with established practices and ordinances.
5. Feeds and cares for animals and maintains the animal shelter, providing sheltered animals a clean, aseptic environment.
6. Keeps records of all animals impounded-describing the kind of animal, breed, color, sex, time and place the animal was captured or received and final disposition of the animal.
7. Assists police officers and supervisors with traffic control at accidents, parades, emergency scenes and large public gatherings.
8. Conducts courtesy patrols throughout the city, to include vacation checks.

9. Maintains a broad knowledge of city ordinances and state statutes pertaining to domestic and wild animals.
10. Maintains good interpersonal and working relationships with police officers and employees of the department.
11. Stays in constant communication with the police department and reports emergencies or other illegal activity.
12. Testifies in court as required.
13. Gives presentations and information to the public on various facets of animal control and care, and promotes the adoption of animals within the animal shelter.
14. Performs other duties as required or assigned.

Required Experience and Training:

Graduation from high school or equivalent.

Possess a Valid drivers license.

Ability to set up and maintain simple records, ability to understand and carry out oral and written instructions.

Ability to enforce ordinances with courtesy and impartiality.

Ability to perform investigations.

Ability to perform basic data processing.

Ability to establish and maintain effective relationships with citizens and other employees and supervisors.

Ability to evaluate the best methods of capture and confinement of stray animals.

Be a self-starter and have the ability to work independently with a minimal amount of supervision.

(PARKS LABORER position removed 4-30-10)

APPENDIX A

BENEFITS

PERSONAL DAYS

Effective January 1 of each year all employees shall be given six (6) personal days. Employees may use up to six (6) personal days a year. These days are provided to the employee to protect income in the event of personal business that may keep the employee from work. No more than three (3) Personal days, not used during the course of the year, can be either paid to the employee or carried over at the end of the year. Employees hired after January 1 of the first year of employment shall receive the amount of personal days for that year in a pro-rated amount. No employee shall use personal days during his/her six (6) month probationary period.

CERTIFIED LICENSE PAY

1. All employees that are required to have a CDL license shall be reimbursed by the Employer for the cost of the CDL portion of the license renewal for the first time that the employee takes the required test, and upon every renewal.
2. Any employee required to be certified in pesticide spraying shall receive an additional \$25.00 per year for being certified. This is to be paid at the first pay period in January of each year.

APPENDIX B
TERM LIFE INSURANCE BENEFITS

All employees covered under this Agreement shall be provided with a term life insurance policy from the City in the amount of \$30,000 dollars.

APPENDIX C
UNIFORM POLICY

Section 1. Public Works Dress Code

1. Public Works employees will be allocated \$500 to purchase suitable clothing
 - a. Distribution of \$250 first week of May
 - b. Six T shirts and two sweat shirts
 - i. City of Silvis Public Works logo
 - ii. Orange, navy, safety green colors are acceptable
 - c. Balance of funds to be distributed first week of August
2. Blue jeans carpenter style or regular cut will be allowed. Designer, low cut or poorly fitting jeans will not be allowed. The Public Works Director will make decision if style is questionable.
 - a. Employees may be told to replace or not wear worn out, discolored or damaged jeans.
 - b. Employee will be responsible for cleaning and repair of jeans.
3. Sleeves may be removed at the seams from T shirts.
 - a. Damaged or badly stained shirts shall not be worn. If additional shirts are needed they may be purchased at employee cost.
4. Employee will be asked to change uniforms if not in proper uniform (and be required to keep an extra set of uniforms on hand).
5. No inflammatory or promoting of political theme ball caps are allowed.
6. Safety vests supplied by the city shall be worn for any activity in the streets.
7. Appropriate safety boots are required. Only exception would apply to meter reading activities and snow plowing. Boots shall be available if called off meter reading or snow plowing duties however.

Section 2. Safety Shoe Requirement

All Public Works employees shall wear safety toe shoes or safety toe boots. A safety toe shoe or boot need not contain a protective steel toe guard, but it must contain a protective toe guard of some kind.

Section 3. Safety Shoe Allowance

The employer shall annually pay, with the first payroll check in February, a \$100.00 safety shoe maintenance allowance to the Public Works employees.

Section 4. Telecommunicator's and Community Service Officer Clothing Allowance

Telecommunicator's and the Community Service Officer shall receive a yearly \$400.00 uniform allowance payable August 1st. Employees shall provide receipts for the purchase of work clothing. Otherwise, the existing telecommunicator uniform policy and community service officer policy shall remain in effect.

Section 5. City Clerk's Office

City Clerk's Office employees shall receive a yearly \$300.00 uniform allowance payable August 1st.

Section 6. C.S.O. First-Time Winter Coat Allowance

At the time of commencement of employment, the Community Service Officer shall receive a winter coat. The employee must maintain the coat and purchase any subsequent winter coats. If a Community Service Officer's employment terminates during the first year, then the winter coat must be returned to the employer in reasonably good condition, normal wear and tear expected.

APPENDIX D

LONGEVITY COMPENSATION SCHEDULE

NUMBER OF YEARS	MONTHLY PAY	TOTAL YEARLY PAY
7 th year	15.00	180.00
8 th year	25.00	300.00
9 th year	35.00	420.00
10 th year	45.00	540.00
11 th year	55.00	660.00
12 th year	65.00	780.00
13 th year	75.00	900.00
14 th year	80.00	960.00
15 th year	85.00	1020.00
16 th year	90.00	1080.00
17 th year	95.00	1140.00
18 th year	100.00	1200.00
19 th year	105.00	1260.00
20 th year	110.00	1320.00

APPENDIX E
WAGES 5/1/2014 - 4/30/2018

CITY CLERKS OFFICE

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
	BILLING CLERK			
Stmt	\$14.31	\$14.60	\$14.97	\$15.34
1/1	\$15.28	\$15.59	\$15.98	\$16.38
1/2	\$17.72	\$18.07	\$18.52	\$18.98
1/3	\$18.11	\$18.47	\$18.93	\$19.40
1/4	\$18.50	\$18.87	\$19.34	\$19.82
1/5	\$18.89	\$19.27	\$19.75	\$20.24
1/6	\$19.28	\$19.67	\$20.16	\$20.66
1/7	\$19.60	\$19.99	\$20.49	\$21.00

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

APPENDIX E
CONTINUED
WAGES 5/1/2014 - 4/30/2018

CITY CLERKS OFFICE

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
	ACCOUNTANT ASST'./SEC.			
Start	\$15.06	\$15.36	\$15.74	\$16.13
2/1	\$16.28	\$16.61	\$17.03	\$17.46
2/2	\$19.29	\$19.68	\$20.17	\$20.67
2/3	\$19.66	\$20.05	\$20.55	\$21.06
2/4	\$19.95	\$20.35	\$20.86	\$21.38
2/5	\$20.45	\$20.86	\$21.38	\$21.91
2/6	\$20.85	\$21.27	\$21.80	\$22.35
2/7	\$21.24	\$21.66	\$22.20	\$22.76

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

APPENDIX E

CONTINUED

WAGES 5/1/2014 - 4/30/2018

CITY CLERKS OFFICE

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
	WATER/SEWER SECRETARY			
Statt	\$17.32	\$17.67	\$18.11	\$18.56
3/1	\$18.53	\$18.90	\$19.37	\$19.85
3/2	\$21.77	\$22.21	\$22.77	\$23.34
3/3	\$22.19	\$22.63	\$23.20	\$23.78
3/4	\$22.58	\$23.03	\$23.61	\$24.20
3/5	\$22.96	\$23.42	\$24.01	\$24.61
3/6	\$23.34	\$23.81	\$24.41	\$25.02
3/7	\$23.74	\$24.21	\$24.82	\$25.44

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

APPENDIX E
CONTINUED
WAGES 5/1/2014 - 4/30/2018
CITY CLERKS OFFICE

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
	ACCOUNTANT			
Start	\$19.59	\$19.98	\$20.48	\$20.99
4/1	\$20.80	\$21.22	\$21.75	\$22.29
4/2	\$24.30	\$24.79	\$25.41	\$26.05
4/3	\$24.69	\$25.18	\$25.81	\$26.46
4/4	\$25.09	\$25.59	\$26.23	\$26.89
4/5	\$25.47	\$25.98	\$26.63	\$27.30
4/6	\$25.87	\$26.39	\$27.05	\$27.73
4/7	\$26.28	\$26.81	\$27.48	\$28.17

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

APPENDIX E
CONTINUED
WAGES 5/1/2014 - 4/30/2018

PUBLIC WORKS

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
	LABORER GRADE 2			
Start	\$16.56	\$16.89	\$17.31	\$17.74
2/1	\$17.78	\$18.14	\$18.59	\$19.05
2/2	\$20.93	\$21.35	\$21.88	\$22.43
2/3	\$21.33	\$21.76	\$22.30	\$22.86
2/4	\$21.73	\$22.16	\$22.71	\$23.28
2/5	\$22.12	\$22.56	\$23.12	\$23.70
2/6	\$22.50	\$22.95	\$23.52	\$24.11
2/7	\$22.90	\$23.36	\$23.94	\$24.54

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

APPEND LK_E
CONTINUED
WAGES 5/1/2014 - 4/30/2018
PUBLIC WORKS

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
	WORKER GRADE 3			
Start	\$23.47	\$23.94	\$24.54	\$25.15
3/1	\$23.86	\$24.34	\$24.95	\$25.57
3/2	\$24.27	\$24.76	\$25.38	\$26.01
3/3	\$24.65	\$25.14	\$25.77	\$26.41
3/4	\$25.03	\$25.53	\$26.17	\$26.82
3/5	\$25.43	\$25.94	\$26.59	\$27.25

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

	**LEAD WORKER GRADE 4			
Start	\$25.98	\$26.50	\$27.16	\$27.84
4/1	\$26.37	\$26.90	\$27.57	\$28.26
4/2	\$26.75	\$27.29	\$27.97	\$28.67
4/3	\$27.14	\$27.68	\$28.37	\$29.08
4/4	\$27.55	\$28.10	\$28.80	\$29.52
4/5	\$27.97	\$28.53	\$29.24	\$29.97

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

*124.00 per pay period for Lead Workers that carry Cellular Telephones

In absence of the Public Works Director, the lead worker carrying a cell phone shall assume responsibility for the operation of the Public Works Department and for the assignment and supervision of its personnel.

APPENDIX E
CONTINUED
WAGES 5/1/2014- 4/30/2018
TC's

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
	FULL-TIME TC - GRADE 2			
Start	\$17.70	\$18.05	\$18.50	\$18.96
2/1	\$18.91	\$19.29	\$19.77	\$20.26
2/2	\$22.20	\$22.64	\$23.21	\$23.79
2/3	\$22.59	\$23.04	\$23.62	\$24.21
2/4	\$22.97	\$23.43	\$24.02	\$24.62
2/5	\$23.35	\$23.82	\$24.42	\$25.03
2/6	\$23.77	\$24.25	\$24.86	\$25.48
2/7	\$24.17	\$24.65	\$25.27	\$25.90

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

Shift differential pay for Telecommunicators is as follows:

1st Shift: .10

2nd Shift: .20

3rd Shift: .25

Swing Shift. .30

APPENDIX E
 cowl NuED
 WAGES 5/1/2014-4/30/2018

	IC SUPERVISOR GRADE 3			
Start	\$25.98	\$26.50	\$27.16	\$27.84
3/1	\$26.37	\$26.90	\$27.57	\$28.26
3/2	\$26.75	\$27.29	\$27.97	\$28.67
3/3	\$27.14	\$27.68	\$28.37	\$29.08
3/4	\$27.55	\$28.10	\$28.80	\$29.52
3/5	\$27.97	\$28.53	\$29.24	\$29.97

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

Shift differential pay for Telecommunicators is as follows:

1st Shift: .10

2nd Shift: .20

3rd Shift: .25

Swing Shift: .30

APPENDIX E
CONTINUED
WAGES 5/1/2014 - 4/30/2018
COMMUNITY SERVICE OFFICER

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
	GRADE I			
Start	\$15.74	\$16.05	\$16.45	\$16.86
1/1	\$16.08	\$16.40	\$16.81	\$17.23
1/2	\$19.46	\$19.85	\$20.35	\$20.86
1/3	\$19.87	\$20.27	\$20.78	\$21.30
1/4	\$20.26	\$20.67	\$21.19	\$21.72
1/5	\$20.64	\$21.05	\$21.58	\$22.12
1/6	\$21.31	\$21.74	\$22.28	\$22.84
1/7	\$22.06	\$22.50	\$23.06	\$23.64

*Effective May 1, 2014 all employees shall receive a 2% (two percent) wage increase, 2% effective May 1, 2015, 2.5% effective May 1, 2016, and 2.5% effective May 1, 2017. (See attached wage schedule.)

APPENDIX F

DRIVER'S LICENSE POLICY

The City of Silvis employs persons who are required to maintain a valid driver's license within Illinois for purposes of performing the essential job functions of various employment positions. Employees must provide reasonable prompt notice to his/her supervisor once the employee is aware of any proposed termination of driver privileges. Employees who no longer possess a valid driver's license must immediately notify the City through the employee's department supervisor. Failure to notify will result in immediate termination of employment.

Upon a supervisor's receipt of notice of an employee's termination of driver's license privileges, the supervisor shall temporarily reclassify the employee for a period of ninety (90) calendar days to any available position, not requiring a valid driver's license. The temporary reclassification of the employee is also subject to a determination whether the employee possesses the necessary knowledge and skill to perform other temporary reclassification employment duties. A temporary reclassification will have no effect on the employee's current labor grade or rate of pay.

If an employee is either not qualified for temporary reclassification or if no other employment position is available for temporary reclassification of the employee, then the employee shall be placed on an excused non-paid leave for a period of ninety (90) calendar days. Employee vacation, personal and compensation days may be taken during this ninety (90) day period, but all such days are to be counted as part of the ninety (90) day period. Non-paid leave (not including vacation, personal and comp. days) would mean loss of paid benefits as well as loss of wages.

During the ninety (90) calendar days of either temporary reclassification or the temporary, excused non-paid leave of absence, the employee must exercise all good faith efforts to reinstate the employee's driver license privileges. If the employee is not able to reinstate driver license privileges or obtain an appropriate work permit within the ninety (90) calendar day period, then the employee may test for any advertised or posted open position within the City of Silvis for a position not requiring a valid driver's license. If no non-driving position is available or if the employee does not otherwise qualify for any available position, then the employee shall be placed on unpaid non-duty leave for a period of one (1) year.

If the employee is not able to acquire a permit or valid license by the end of the one (1) year, unpaid non-duty leave, the employee may then voluntarily resign or shall then be subject to termination from employment.

If during the one (1) year, unpaid non-duty leave the employee receives a valid driver's license or work permit the employee shall be re-instated in his/her former position with no loss of previously earned seniority or other benefits. The employee shall be exempt from testing, other than appropriate medical examination test. In addition, reinstatement shall require a written

finding by the department supervisor stating that said employee meets the current job qualifications and can perform the essential job functions.

The policy shall be subject to any grievance or other disciplinary procedures addressed by a current collective bargaining agreement covering said employee and the City of Silvis.

APPENDIX G

CITY OF SILVIS DRUG FREE WORKPLACE POLICY STATEMENT

This policy statement is hereby adopted and implemented pursuant to a certain resolution adopted by the Silvis City Council on July 5, 1995, pursuant to the applicable et seq. This policy is further published with the express acknowledgment that the Silvis Drug Free Workplace Policy is not intended to interfere with any rights of any employees covered under collective bargaining agreements. This policy is further adopted and implemented with the express understanding that employees are entitled to certain privacy rights and the City of Silvis as an employer is further prevented from discriminating against employees who have disabilities and who have various protections under the Illinois Human rights Act and the Americans With disabilities Act.

Revisions to Policy.

This policy is adopted by the City of Silvis as its initial policy statement. The City of Silvis intends to review further this policy with drug-policy consultants, and to the extent appropriate, this policy may be revised in the future to include specific provisions on disciplinary procedures, drug testing procedures, drug test standards, medical review procedures, consent and refusal procedures, and other appropriate procedures, guidelines, and programs. This policy as amended in the future shall be binding at the time of amendment as a continuing condition of employment.

Application of Policy.

This policy is applicable to the employees of the City of Silvis and any contractor and its employees directly engaged in the specific performance of work under a grant from the State of Illinois as defined within section 2(b) of the Illinois Drug Free Workplace Act.

Notice of Prohibited Activities.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the workplace of the City of Silvis and workplace of any contractor subject to this policy. A "controlled substance" means a controlled substance as defined in the Illinois Controlled Substances Act of "cannabis" as defined in the Cannabis Control Act.

Notification of provisions of an Employee Conviction of a Criminal Drug Statute in the Workplace.

In the event that an employee covered under this policy is convicted of a violation of a criminal drug statute occurring in the workplace, the City of Silvis or the covered contractor for the City of Silvis, within 30 days of receiving notice from an employee of a conviction, shall then take

appropriate personnel action against the employee, including appropriate disciplinary action up to and including termination of employment. The City of Silvis or covered contractor shall require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency of the federal government, state government, or local health, law enforcement, or other appropriate agency.

Condition of Employment.

Each employee who is subject to the Silvis Drug Free Workplace Policy shall, as a condition of employment, abide by the terms of the Silvis Drug Free Workplace Policy Statement. Each employee is further obligated to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.

Actions to be taken for violations of the Prohibitions in the Silvis Drug Free Workplace Policy. Any employee who violated the prohibitions set forth in this policy shall be subject to certain actions for union and non-union employees as set forth in the following subsections.

Disciplinary Procedures/Union Employees.

For employees under the jurisdiction of a collective bargaining agreement, all disciplinary action and appeals shall be processed in accordance with the applicable provisions in the collective bargaining agreements, and in accordance with the municipality's policies under the Fair Labor Standards Act. All information shall be confidential. Any grievance hearings shall be closed to the public, unless otherwise requested in writing by the employee.

Non-Union, Civil Service Employees.

Employees who have violated the prohibitions of the Silvis Drug Free Workplace Policy shall be subject to discipline up to and including termination. Discipline and grievances shall proceed consistent with employee rights under the applicable civil service rules and regulations and any future employee handbooks. For any disciplinary action taken against the employee for violations of this policy, the employee is entitled to an opportunity to explain any alleged violations.

- 1) Employee Assistance Programs. A city employee who is affected by an alcohol or drug use problem may maintain an employment relationship with the city if, before the employee is charged with conduct deemed sufficient to warrant discipline, the employee seeks assistance through the city's Employee Assistance Program (EAP). Employees may voluntarily submit to the EAP under this paragraph and paragraph 5 not more than once within any 10-year period. The city shall establish a written plan for the referral of employees to appropriate agencies.
- 2) All Employee Assistance Program (EAP) referrals shall be Confidential.

- 3) The city shall, to the extent necessary for treatment and rehabilitation, grant the employee a leave of absence for the period necessary to complete primary treatment and to establish control over the employee's alcohol or drug problem. While the City believes that it has an obligation to help employees overcome substance problems, this obligation is finite and the city reserves its rights to exercise reasonable discretion in allowing leaves of absence and in providing treatment and rehabilitation opportunities.
- 4) The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return-to-service medical examination, including testing for alcohol and drugs.
- 5) Voluntary participation in an EAP prior to a confirmed positive test result is encouraged. No disciplinary action will be brought as a result of volunteering to participate in such a program. Employees who, prior to a positive test result, voluntarily identify themselves as drug or alcohol users and obtain counseling and rehabilitation through the municipality's EAP shall not be disciplined for their drug or alcohol use if they thereafter refrain from violating the municipality's policy on drug and alcohol abuse. All employees can however be disciplined for any incidents resulting from a violation of the municipality's policy on drug and alcohol abuse.
- 6) Upon the first confirmed determination that an employee has been under the influence of drugs or alcohol, the municipality shall refer the employee to an Employee Assistance Program (EAP) for assessment, counseling, and rehabilitation unless the employee's drug or alcohol use has resulted in an accident or other incident of harm serious enough to warrant dismissal. Participation in an EAP is voluntary and no disciplinary action may be taken against an employee for failure to begin or complete an EAP Program. Disciplinary action based on a violation of the municipality drug and alcohol policy is not automatically suspended by an employee's participation in an EAP and disciplinary sanctions may be imposed when warranted.

Drug Free Awareness Program.

The City of Silvis shall arrange for periodic seminars for employees concerning the dangers of drug abuse in the workplace. The City of Silvis shall also make available to all employees information concerning available drug counseling, rehabilitation, and any Employee Assistance Program (EAP). The City of Silvis, by and through appropriate personnel, shall assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and the City of Silvis shall establish a referral program for trained professionals to implement those provisions for employees.

Supervisor Training.

The municipality shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors to recognize the conduct and behavior giving rise to a reasonable suspicion

of drug or alcohol use, to identify employees who need drug counseling and employee assistance programs, and to be aware of those employees who pose an immediate safety threat.

APPENDIX H

CDL DRUG AND ALCOHOL TESTING POLICY

May 22, 1997

GENERAL

Effective January 1, 1995, the DOT requires all employees that hold a CDL and could potentially drive a vehicle requiring a CDL be subjected to the DOT Drug and testing regulations. All City of Silvis CDL required positions shall comply with the DOT testing regulations. A listing of the regulated positions for the City of Silvis is attached to this policy as Exhibit 1.

The testing regulations cover:

- a. Random
- b. Post Accident
- c. Probable Cause (Reasonable Suspicion)
- d. Return To Duty/Follow Up Testing

Additionally, it is a condition of employment that any employee notify his Department Head of any criminal drug statute conviction or loss of valid driver's license.

Further, in accordance with DOT regulations, no employee shall use alcohol within four hours on his or her scheduled working hours.

TEST RESULTS

All test results will be made known only to the employee and to those persons in management and supervision of the City who have a need to know. Test results will be maintained by the Public Works Director in the case of random, probable cause, post accident testing, or return to duty/follow up testing. Markers will be placed in the personnel files of employees indicating the location of test results. Access to persons claiming to be personal representatives of an employee shall be denied unless such individual executes a release "appointment of representative" form.

RANDOM TESTING

The City of Silvis shall enter into an agreement with a provider, a consortium of organizations or entities that have employees with CDL's and who are required to undergo drug and alcohol testing as promulgated by the federal DOT. The provider shall administer the selection process for random testing and ensure all aspects of the testing process are conformed to all applicable federal and state regulations and laws.

The Public Works Director shall be the contact person in the city with regards to random testing. The provider shall notify the Public Works Director when a city employee is selected for random testing. The Public Works Director shall set up a time for testing with the provider and notify the employee that he or she must present himself or herself to the provider for testing, Once notified, the employee must immediately proceed to the test location and adhere to the testing process.

The Public Works Director shall keep all records concerning random drug testing. The Public Works Director shall inform the tested employee of the results.

POST ACCIDENT TESTING

In accordance with DOT Drug and Alcohol Testing Regulations, as soon as practical following an accident, a test for alcohol and controlled substances will be administered to each surviving CDL vehicle operator if:

- a. The accident involves the loss of human life.
- b. The driver receives a citation under State or local law for a moving traffic violation arising from the accident.

A driver who is subject to post accident testing shall remain readily available for the testing or shall be deemed by the City as having refused to submit to the testing.

PROBABLE CAUSE TESTING

When a supervisor has reason to believe that an employee is a substance abuser, the supervisor shall notify the Public Works Director of his or her concerns with respect to the employee. The supervisor and Public Works Director shall act in concert and consult with the employee in question. The employee shall be informed of the reason why it is believed there a substance abuse problem exists. Further appropriate action shall be taken as needed. The supervisor or Public Works Director should fill out a reasonable cause observation form.

When a supervisor has probable cause that an employee is working under the influence of, is using or is in possession of alcohol or a controlled substance, the employee shall be required to submit to screening tests and provide the appropriate sample or samples. Positive results from the screening test may result in the employee being required to enroll in the City's Employee Assistance Program. If test results are negative, the employer/employee relationship shall be restored as it was prior to the incident with no evidence of the incident in the employees personnel folder.

Probable cause is constituted by objective evidence such as but not limited to possession of a substance believed to be a controlled substance, slurred or incoherent speech, staggering walk or other loss of physical co-ordination, accidents involving gross misjudgment or other unusual circumstances, poor job performance combined with a knowledge of substance abuse within the past two years.

Prior to being required to take a substance screen test for probable cause, the employee shall be required to execute a consent form for probable cause.

REFUSAL TO SUBMIT TO A DRUG/ALCOHOL TEST

A refusal to submit to a random, post accident, or probable cause drug/alcohol test will result in the employee being disciplined or refusing a direct order and the penalty for refusing such an order is up to and including dismissal. In the case of probable cause, refusal to take the test also shall also be considered

evidence of guilt. Further the employee shall be sent home and may not report for work for a 24 hour period. The employee shall receive no compensation for the 24 hour period.

POSITIVE RESULTS

Any employee who tests positive for drugs and/or alcohol (above 0.04), uses drugs and/or alcohol while on duty, has used drugs and/or alcohol within four (4 hours of their duty, shall be evaluated by the City's Employee Assistance Program (EAP). The EAP shall determine what, if any, assistance the employee might need. The employee must successfully complete any treatment program prescribed by the City's EAP provider.

Upon completion of the EAP in a satisfactory manner as determined by the provider and taking in consideration any discipline applicable, the affected employee shall be entitled to return to the same job he or she held prior to enrollment in the EAP program. Any further testing shall be done as part of their ongoing treatment process by the EAP provider or random or probable cause testing.

While the City believes that it has an obligation to assist employees overcome substance abuse problems, this obligation is a finite one. Positive results for any test including probable cause and random testing shall subject the employee to discipline as outlined in exhibit 2. Any drivers license revocation due to a positive test result will be handled as described in Drivers License Policy.

RETURN TO DUTY TESTING

Before an employee may return to duty after testing positive for drug and/or alcohol (above 0.04), or using drugs and/or alcohol while on duty, or using alcohol within four hours of their scheduled work time, a return to duty drug and/or alcohol test with a result of an alcohol concentration of less than 0.02 or controlled substance test with a verified negative result must be performed.

FOLLOW-UP TESTING

Any employee identified as needing assistance in resolving problems with alcohol misuse or controlled substance use shall be evaluated by the City EAP to determine that the employee has properly followed any rehabilitation program prescribed.

TRAINING

The City shall provide training for supervisors as required by DOT regulations and also informational meetings for affected employees. The Public Works Director shall set up training and informational meetings.

Exhibit

Positions Within the City of Silvis Required to Maintain a Commercial Drivers License (COL)

- *Utility Maintenance Leadworker
- *Utility Maintenance Worker
- *Street Maintenance Leadworker
- *Street Maintenance Worker
- *Public Works Laborer

Exhibit 2

Cumulative Discipline for Drug or Alcohol Offense

- *All verbal discipline extends for a six month period from the initial offense.
- *Written discipline extends for a one year period from initial offense.
- *Suspension remains in the file permanently and extends for a three year period from the initial offense.

Exhibit 3

Date: 4-5-10

Re: Memorandum of Understanding David Hays

The Park Department will become the responsibility of the Public Work department effective May 1, 2010. Since the Park Supervisor position will not be filled May 1st, 2010 the park laborer position will also be eliminated.

David Hays currently works as a park laborer in the 2/7 scale and will unilaterally transfer to the public works laborer position and retain his seniority as of the date of hire and place him on the 2/7 scale. David Hays will be allowed to take the Maintenance Worker Position test in order to advance to the next labor grade. The 2008 Maintenance Worker Position test will have an additional 13 questions added to the test that relate specifically to park position. He can miss up to 19 questions in order to advance to the next step. Questions will be taken directly from the "Park Laborer Question Pool" prepared by the Silvis Civil Service Commission December 2003.

Since David Hays has the most experience working in the city parks, he will likely be assigned to the parks to insure all the park duties are fulfilled. He may be asked to assist with Street, Water or Sewer Department activities on an as needed basis.

Effective November 1st when the parks officially close for the winter, he will be assigned to the street department and overtime will be equalized per contract.

APPENDIX I

TERMINATION

SECTION ONE-TERM OF AGREEMENT

This agreement shall be effective the date of signing by both parties or May 1, 2014 to April 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION TWO-SIGNATURES

As witness whereof, the parties have set their hands this 4-1st day of April
20 or the Union:

Jino Leon Lori Medina

Eric August Kathleen Palmer

For the Employer:

Robert Rockwell

Tom Arnold

[Signature]

Josue Huerto

APPENDIX I

TERMINATION

SECTION ONE-TERM OF AGREEMENT

This agreement shall be effective the, date of signing by both parties or May 1, 2014 to April 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION TWO-SIGNATURES

As witness whereof, the parties have set their hands this _____ day of March
20__ -or the Union:

Jino Leon Lori Medina

Erica Sanchez Kathleen Palmer

For the Employer:

Robert Rockwell

779-1/t, Union

[Signature]

Juanita Hufto

