

THE GALESBURG SANITARY DISTRICT

RESOLUTION NO. 935

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GALESBURG
SANITARY DISTRICT;

That beginning May 1, 2024 and continuing through April 30, 2029, the following
agreement shall be in effect:

BETWEEN

THE GALESBURG SANITARY DISTRICT

and

LOCAL 3698

and

AFSCME COUNCIL 31 & AFL-CIO

Effective

May 1, 2024 12:00 a.m.

Through

April 30, 2029 12:00 a.m.

INDEX

PREAMBLE		Page 1
ARTICLE I	RECOGNITION	Page 1
ARTICLE II	DUES CHECKOFF UNION SECURITY	Page 2
ARTICLE III	HOURS OF WORK AND OVERTIME	Page 3
ARTICLE IV	HOLIDAYS	Page 5
ARTICLE V	LEAVES OF ABSENCE	Page 5
ARTICLE VI	VACATIONS	Page 7
ARTICLE VII	INSURANCE	Page 8
ARTICLE VIII	CLOTHING	Page 9
ARTICLE IX	SAFETY AND HEALTH	Page 10
ARTICLE X	GRIEVANCE PROCEDURE	Page 10
ARTICLE XI	DISCIPLINE	Page 13
ARTICLE XII	NON-DISCRIMINATION	Page 13
ARTICLE XIII	SENIORITY	Page 14
ARTICLE XIV	UNION RIGHTS	Page 15
ARTICLE XV	PROBATIONARY PERIOD	Page 15
ARTICLE XVI	SAVINGS CLAUSE	Page 16
ARTICLE XVII	NO STRIKE OR LOCKOUT	Page 16
ARTICLE XVIII	RATE OF PAY	Page 16
ARTICLE XIX	CERTIFICATION	Page 18
ARTICLE XX	TERMINATION	Page 20
APPENDIX A	WAGE SCALE	Page 21
ADDENDUM		Page 22

PREAMBLE

This Agreement, entered into by The Galesburg Sanitary District, hereinafter referred to as the Employer, and Local 3698, Council 31 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the Employees, has as its purpose promotion of harmonious relations between the Employer and the Union; and in the establishment of an equitable and peaceful procedure for all hourly rate Employees.

ARTICLE I **RECOGNITION**

Except as amended, changed or modified by this Agreement, the Employer reserves and retains its inherent rights with respect to the management of the operations of the District. The management of the District and the direction of the working force including the right to place, modify, direct and control all operations; to schedule and assign work to Employees; to determine the means, methods, processes and materials to be employed; to choose the locations and types of locations of the District's plants and the continuation of its operating departments; to determine methods, processes, and materials to be used; to change, alter, substitute, replace, add to or eliminate equipment, methods, or processes; to establish work standards and to maintain the efficiency of Employees, to establish and require Employees to observe reasonable District rules and regulations; to transfer and promote Employees; to hire, lay off and relieve Employees from duties; and to maintain order to suspend, demote, discipline and discharge Employees and otherwise to take such measures as the Employer may determine to be necessary for the orderly, efficient and economical operation of the District are the recognized management rights of the Employer. The exercise by the Employer of any of the foregoing rights shall not alter, change or modify any of the specific provisions of this Agreement or any current or past practices.

ARTICLE II
DUES CHECKOFF
UNION SECURITY

Section 1 - Deductions

Upon receipt of an appropriate written authorization from an Employee, the Employer shall honor Employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union. Authorized deductions shall be made in accordance with law. The Employer agrees to deduct from the pay of those Employees who individually request it any or all of the following:

Union membership dues, assessment, or fees;

- (a) Union sponsored benefit programs;
- (b) P.E.O.P.L.E. deductions.

Request for any of the above shall be made on a form(s) supplied by the Union

The aggregate deductions of all Union Employees and a list of their names, address, social security numbers, and dues amount shall be remitted monthly to the Union at the address/electronic mail designated in writing to the Employer by the Union in Excel format. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented Employees, and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions.

In order to protect its Employees from harassment or invasion of privacy, the Employer will only supply information required under the Freedom of Information Act in response to third party Freedom of Information Act ("FOIA") requests.

Section 2 - Indemnification

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

ARTICLE III
HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work

The direction of the work force and establishment of work schedules will remain the prerogative of the Employer. A shift shall consist of not more than, nor shall it consist of less than, eight (8) consecutive hours. The work day shall be twenty-four (24) hours and shall run from 12:01 a.m. until 12:00 midnight. The work week shall run from 12:01 a.m. Monday until 12:00 midnight the following Sunday.

All non-shift Employees so classified shall work from 8:00 a.m. to 4:30 p.m. five (5) days a week with an unpaid one half ($\frac{1}{2}$) hour lunch period. Each shift Employee shall work an eight (8) hour shift five (5) days per week on a shift based on operational needs, and shall be granted a paid lunch period, not to exceed thirty (30) minutes. All Employees shall receive two (2) fifteen (15) minute breaks during their scheduled work shift if working conditions permit.

Employees shall be expected to work their normally scheduled hours / days, unless arrangements have been made to utilize accrued sick time, vacation time or personal time.

Section 2 - Overtime

- a. Employees shall be paid overtime at the rate of one and one half ($1\frac{1}{2}$) times their regular rate of pay for all time worked in excess of eight (8) hours in one work day or forty (40) hours in one work week. At the Employee's discretion, they may elect to accept compensatory time in place of overtime pay. All compensatory time hours shall be converted to the applicable overtime rate of pay. Compensatory time may not be taken for work on Holidays for shift Employees. Non-shift Employees may elect to take compensatory time, or pay, for hours worked on any Holiday, but not both. For regular overtime hours worked, Employees may elect to take Compensatory time or pay, but not both, per day. Any unused Compensatory time will be paid out at the appropriate rate at the end of the District's fiscal year (April 30th).
- b. The Employee's election to accept compensatory time shall not be in fractions of hours. The minimum amount of compensatory time which can be utilized is one (1) hour.
- c. Time worked is defined as all-time paid for that work week except for time paid to the

Treatment Plant Employees for holidays which do not fall on their five (5) regularly scheduled shifts, in which case, that paid holiday time will not be included for the purpose of computing overtime.

- d. Employees shall be paid at the rate of two and one half (2½) times their regular rate of pay for all work performed on any holiday listed in Article IV.
- e. Employees in the same classification, qualified to do the work, shall work overtime when authorized, and overtime on any shift job shall be allocated evenly working down a list from most senior to least senior Employee.
- f. Employees called in to work outside of their normal work hours shall be paid at the overtime rate for all hours worked. No Employee shall be required to work more than (16) sixteen hours in a (24) twenty-four-hour period, except in the case of an extreme emergency.

Section 3 - Classification / Pay

When two or more Employees are working a shift, the Employee holding the highest IEPA certification shall operate the Plant.

- 1. All Employees shall be paid in accordance with Schedule A, and pursuant to their level of IEPA Wastewater Operator certification.
- 2. No WWTP Employee hired before January 1, 2024 shall be laid off or their position eliminated due to their inability to achieve an IEPA certificate. Any WWTP employee hired after January 1, 2024 who does not obtain their Class 3 Wastewater Operator Certificate from the IEPA within 24 months from the date of their hire may be terminated.
- 3. Any WWTP employee holding an IEPA Wastewater Operator Certificate is required to obtain sufficient Continuing Education Units (CEU) as required by the IEPA. Failure to obtain sufficient CEUs may result in termination.

Section 4 - Status of Appointment

The Employer will furnish new full-time Employees with a written notice of their employment status.

Section 5 - Hour Changes

Any changes from current hours of work in effect at this time shall be by mutual agreement between the Employee and The Galesburg Sanitary District.

ARTICLE IV
HOLIDAYS

The following days shall be recognized and observed as paid holidays:

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

- a. If an Employee works on any of the days listed above, they shall be paid two and one half (2 ½) times their regular rate. Any non-shift Employee required to do emergency work on any of the above listed holidays shall receive two and one half (2 ½) times their regular rate. The District agrees to use its best efforts to schedule two Employees per shift at the Treatment Plant on holidays.
- b. The District agrees not to reduce shifting levels for holidays and offer usual, regular scheduling. If a shift Employee notifies their supervisor 10 days prior to a holiday, their vacant shift will be filled by the supervisor. If an Employee is scheduled to work on a holiday outside their usual schedule, it is agreed that the holiday pay under this agreement satisfies the overtime requirements of the Fair Labor Standards Act, if the Employee eventually works more than forty (40) hours during that work week.

ARTICLE V
LEAVES OF ABSENCE

Section 1 - Sick Leave

- a. Any Employee contracting or incurring any non-service sickness or disability which renders them unable to perform the duties of their employment may use accumulated sick leave with pay.
- b. Further, an Employee may use sick leave for a doctor or dental appointment, at the rate of not less than one (1) hour increments at a time.
- c. Employees shall be allowed to utilize one-half (1/2) of their earned sick leave

until completion of their nine (9) month probationary period. Sick leave shall accumulate at the rate of one (1) day for each month of service from the date of employment to a maximum of three hundred (300) working days.

- d. In accordance with IMRF guidelines, Employees shall be allowed to utilize up to two hundred forty (240) days (1,920 hours) to be applied to IMRF pension service credit. Sick time accumulated in excess of 240 days (1,920 hours) will be paid to an Employee upon retirement, at a rate of 50% of their last wage rate.
- e. Employees will be allowed to use 96 hours of sick time per year for the illness of a dependent, as defined by immediate family in Article V, Section 3.
- f. The Employer retains the right at any time to require whatever evidence he deems necessary to substantiate a claim for such sick leave.

Section 2 - Jury Leave

In the event any Employee is called upon for jury duty, the employee shall present the court order for such to their immediate supervisor. The Employer shall pay the difference of the regular rate of pay and the amount received for such duty. An Employee will not be required to report for work if less than three (3) hours remain on their regular shift. No Employee scheduled to work the midnight shift will be expected to report for work on that shift whenever they have served jury duty for more than five (5) hours the day before their scheduled work day. No Employee scheduled to work second shift will be expected to report for work on that shift whenever they have served jury duty for more than five (5) hours the day of their scheduled work day.

Section 3 - Bereavement Leave

Bereavement Leave with pay shall be granted for the purpose of making necessary arrangements and to attend the services of a member of an Employee's immediate family.

A bereavement leave of five (5) working days with pay will be allowed in the case of the death of a father, mother, spouse, domestic partner (as defined by Illinois State law), child or stepchild.

Three (3) days bereavement leave will be allowed for an Employee's brother, sister, stepparents, stepbrother, stepsister, mother-in-law, father-in-law, grandparent and grandchildren.

One (1) day bereavement leave will be allowed for an Employee's spouse's grandparents, sister-in-law or brother-in-law, aunt, uncle, nephew or niece.

Section 4 - General Leave

A leave of absence not to exceed six (6) months may be granted. Such a request for leave of absence shall not be unreasonably withheld. Accrued time off must be used before an Employee can take time off without pay. Vacation and sick time shall not accrue while an Employee is on leave without pay. Holiday pay will not be paid to any Employee on leave without pay.

Section 5 - Personal Days

Three (3) paid Personal Days shall be awarded on May 1st of every year to all Employees, having been earned over the course of the previous year. Personal Time shall be used in not less than one (1) hour increments. Employees shall not be eligible to use Personal Days until after completion of their nine (9) month probationary period.

ARTICLE VI **VACATIONS**

- a. An Employee may take one week (5 days) vacation after nine (9) months as part of his first year's vacation.
- b. Two (2) weeks (80 hours) after one year but less than six (6) years completed.
- c. Three (3) weeks (120 hours) after six (6) years completed but less than thirteen (13) years completed.
- d. Four (4) weeks (160 hours) after thirteen (13) years completed but less than twenty (20) years completed.
- e. Four (4) weeks (160 hours) after twenty (20) years completed, plus one day for each year over twenty (20) years not to exceed five (5) weeks or two hundred (200) hours.

Continuous service and vacation shall be computed from date of employment exclusive of any granted leave of absence.

Vacation pay shall be computed at twenty-six (26) pay days per year at present rate of pay at time of vacation.

Vacation shall be scheduled according to seniority, but with approval of the Employer and according to work requirements.

Employees shall be compensated in cash for any unused vacation when they

separate from employment as a result of voluntary resignation, retirement or death.

Vacation time shall not be used in less than one (1) hour increments.

Section 1 - Vacation Carry Over

Employees may carry over up to forty (40) hours of unused vacation to the following year. The District agrees to reimburse Employees for unused vacation at their base rate of pay on the last full pay period before their anniversary date, but not on their last year of employment at The District.

Section 2 - Vacation Scheduling

Vacations shall be granted on a first-come, first-served basis, upon receipt of a written request. In the event of conflict over vacation requests, the Employee with the most seniority shall be granted their request first. Employees will be limited to a maximum of two (2) weeks' vacation at one (1) time unless otherwise approved. Employees requesting vacation shall be notified in writing of the status of their request within three (3) working days from the time of receipt of said request by their supervisor.

ARTICLE VII
INSURANCE

Section 1 - Health and Life Insurance

All Employees, except temporary, or as otherwise provided shall be eligible for coverage in the Employer's group insurance plans.

The group insurance plan shall include term life insurance, in the amount of \$20,000 dollars, including accidental death and dismemberment insurance and medical care benefits. The Employer will pay the premium of eligible Employees. Coverage amounts may vary during the term of this Contract, but no reduction in coverage will be made without prior notification to the Union, and in which case a change in benefits, if any, will be negotiated.

Group health insurance shall be provided to the Employee within a plan selected by the Employer. The Employer shall pay the premium for all types of coverage.

The group insurance plan shall be extended to provide coverage for qualified dependents of eligible Employees, or as otherwise provided, for medical care

benefits only, at the sole expense of the Employee.

Health insurance benefits presently in effect are not expected to be reduced during the remainder of this Agreement unless there is an excessive increase in premium in which case a change in benefits, if any, will be negotiated.

Section 2 - Health Insurance for Retirees and/or Disabled Employees

Employees who retire, or are disabled, under the rules and regulations of IMRF, shall have their group insurance premiums, up to a maximum of four hundred dollars (\$400) per month, paid by the District for a period of two (2) years or until they reach Medicare eligibility, whichever comes first.

ARTICLE VIII
CLOTHING

The District shall cover the cost of work clothing in the sum of five hundred dollars (\$500.00) per fiscal year to cover the cost of safety-toed boots / clothing, and inclement weather gear, payable to the employee with the first payroll of each fiscal year. Five (5) safety orange 'GSD' logo tee shirts and two (2) safety orange 'GSD' logo sweat shirts shall be provided annually to Employees of the Collection System Department. No new Employee will receive this allowance until completion of their nine (9) month probationary period. The \$500 clothing allowance shall be granted at the conclusion of the Employee's nine (9) month probationary period, provided that date falls before December 31. The Employee will not be eligible to receive another clothing allowance again until the start of the next fiscal year, May 1.

While at work, employees shall be dressed in appropriate work attire, including safety-toe boots, long pants and a shirt.

ARTICLE IX
SAFETY AND HEALTH

Section 1

The District and the Union agree that safety of all Employees is a matter of the

highest importance and each will cooperate in an effort to prevent injuries and maintain a safe working environment. To ensure that the highest degree of safety is maintained, the District shall maintain two (2) Employees per shift at the Treatment Plant during inclement weather anticipated to be zero degrees or below, to the extent possible.

The District will make reasonable provisions for the safety and health of its Employees during the hours of their employment and shall be solely responsible for promulgating, modifying and revising safety rules, regulations, procedures and practices.

A Safety Committee shall be established consisting of two (2) members appointed by the Union from its membership employed by the Employer and two (2) members from the Employer appointed by the Employer. The committee shall promptly and regularly meet for the purposes of identifying and discussing safety problems, recommending corrections, discussing safety rules, regulations procedures and practices. Both the Employer and the Union shall jointly participate in safety education. The Employer will strive to maintain a safe working environment and no Employee will be required to work under unsafe conditions. Both parties shall encourage Employees to utilize the Safety Committee for all unresolved safety related matters.

Section 2 - Vaccinations

The District will reimburse the cost of the Employees' diphtheria and tetanus immunizations not paid by insurance, when the immunizations are approved by a doctor as part of the Employee's physical examination. The District shall furnish Hepatitis B, and influenza vaccinations to all Employees at no cost to the Employee.

ARTICLE X **GRIEVANCE PROCEDURE**

Section 1

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning or interpretation of this Agreement or rising out of other circumstances or conditions of employment. Employees shall be entitled to Union Representation at each step of the grievance procedure.

Section 2 - Grievance Steps

Step 1:

The Employees and/or the Union shall orally raise this grievance with the District Superintendent within ten (10) days of the event giving rise to the grievance. The Employee shall inform the District Superintendent that this discussion constitutes the first step of the grievance procedure. The District Superintendent shall present and discuss with the Employee and Union an oral response within three (3) working days after the grievance is presented.

Step 2:

If the grievance is not resolved in Step 1, the Employee and/or the Union shall reduce the grievance to writing and present it to the District Superintendent within seven (7) calendar days following the District Superintendent's response in Step 1. The District Superintendent shall arrange a meeting within five (5) working days after receiving the written grievance to discuss the grievance with a representative of the Union and the Employee and shall respond in writing to the grievant within five (5) working days of the meeting.

Step 3:

If the grievance is not resolved at Step 2, the Union grievance committee may bring it before the Board of Trustees of The Galesburg Sanitary District at their next regularly scheduled meeting. Grievances involving discipline or discharge shall be submitted directly to Step 3 of the grievance procedure. The Board of Trustees shall respond to the grievance in writing within five (5) working days.

Step 4:

If the grievance is not adjusted in Step 3, or no answer is given within the time specified, the Union by written notice to the District within five (5) working days after the Step 3 answer is received or otherwise due, may appeal the grievance to arbitration.

If, in accordance with the above procedure, the grievance is appealed to arbitration, representatives of the Employer and Union shall meet within seven (7) days to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator, 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 the three arbitrators, taking turns as to the first strike. The person whose names remains

shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators.

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

The 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 make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement.

The expenses and fees of the arbitrator and cost of the hearing room shall be shared equally by the parties.

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

Section 3 - Time Limits

- a. 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.
- b. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c. The Employer's failure to respond within the time limit shall automatically advance the grievance to the next steps.

ARTICLE XI
DISCIPLINE

Section 1 - Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following and shall be initiated in light of seriousness of the offense:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension (notice to be given in writing); and
- d. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an Employee only for just cause. An Employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. Employees shall be entitled to Union representation and shall be informed of their rights as such.

Section 2 - Manner of Discipline

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

Section 3 - Removal of Discipline

Any oral or written reprimand shall be removed from the Employee's record after two (2) years from the date the disciplinary action was issued, depending on the seriousness of the offense.

ARTICLE XII
NON-DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any Employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, sexual orientation, or other non-merit factors.

The Employer and the Union agree that no Employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this

Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the union.

ARTICLE XIII **SENIORITY**

Section 1 - Definition

Seniority is defined as an Employee's length of continuous service with the District since his or her last date of hire. If two Employees have the same date of hire, the Employee whose birthdate falls first in the calendar year shall be considered the most senior of the two Employees.

Section 2 - Seniority Rosters

The Employer shall keep posted on a prominent bulletin board, in the work Location, a copy of any updated seniority roster noting date of hire and position on roster.

Section 3 - Filling of Vacancies

- a. When a vacancy occurs in the existing work force, or a new position is created, notice of the vacancy or the newly created position shall be posted on all Employer bulletin boards for a period of ten (10) working days. Any Employee with seniority may bid on the posted vacancy/position during this posting period. All shift Employee jobs shall be bid and awarded by seniority, with the exception of one position per shift, which shall be awarded by IEPA Wastewater Certification and then seniority. Maintenance jobs will be filled according to seniority and qualifications. Any Employee who is awarded a vacancy shall start the new position within thirty (30) days of the closing date of the vacancy posting, when practicable.
- b. The District shall allow all shift Employee's positions to be bid at least once per year coinciding with the beginning of the District fiscal year.

Section 4 - Layoffs and Recalls

In the event it becomes necessary to lay off Employees for any reason, Employees shall be laid off in the inverse order of their seniority. Recall after layoff shall be according to the Employees' seniority. No new Employees shall be hired until all Employees on layoff status desiring to return to work have been recalled.

ARTICLE XIV
UNION RIGHTS

Section 1 - Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off without pay during working hours to process grievances or attend grievance hearings.

Section 2 - Access to Premises by Union Representatives

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

Section 3 - Time Off for Union Activities

Local union representatives shall be allowed time off without pay for legitimate union business such as union meetings, state or area wide union committee meetings, state or international conventions, provided such representative shall give reasonable notice to his or her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the Employee's record.

Section 4 - Union Bulletin Boards

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

ARTICLE XV
PROBATIONARY PERIOD

All new Employees shall be considered Probationary Employees until they have completed a probationary period of nine (9) months. The Employees shall be eligible for accumulation of sick days, use of sick time, vacation time, and prorated personal time after 9 months of employment. No Employee shall be required to operate the Treatment

Plant until they have successfully completed four (4) months of training.

The probationary period is to be used to test the ability of the Employee to perform the required duties of the position successfully. If the Employee fails to meet the required standards of performance, he or she may be dismissed without grievance by the Union.

A probationary period of six (6) months shall be served by an Employee who has been laterally transferred to another Department within the District. If an Employee who has been transferred fails to satisfactorily complete the probationary period because of inability to perform the duties and responsibilities of the new position, that Employee will be restored to his or her previous position with commensurate pay.

ARTICLE XVI **SAVINGS CLAUSE**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XVII **NO STRIKE OR LOCKOUT**

Section 1 - Lockouts

No lockout of Employees shall be instituted by the Employer during the term of this Agreement.

Section 2 - Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XVIII **RATE OF PAY**

Section 1 - Definition

Each Employee will be paid according to Appendix A of this Agreement.

Section 2 - Longevity Pay

Each Employee with continuous service of one (1) year but less than five (5) years shall receive \$0.10 per hour for each year of continuous service; each Employee with five (5) years of continuous service but less than ten (10) years shall receive \$0.12 per hour for each year of continuous service; each Employee with ten (10) years of continuous service but less than fifteen (15) years shall receive \$0.14 per hour for each year of service; each Employee with fifteen (15) years of continuous service but less than twenty (20) years shall receive \$0.16 per hour for each year of continuous service; each Employee with twenty (20) years of continuous service but less than twenty-five (25) years shall receive \$0.18 per hour for each year of continuous service; each Employee with twenty-five (25) years of continuous service or more shall receive \$0.20 per hour for each year of continuous service.

Years of Service	Longevity Pay
1 - 4	\$0.10
5 - 9	\$0.12
10 - 14	\$0.14
15 - 19	\$0.16
20 - 24	\$0.18
25 +	\$0.20

Section 3 - Shift Differential

All Employees who are regularly scheduled, or who fill in, on 2nd shift or 3rd shift, or work on Saturday and/or Sunday, shall receive additional pay for all hours worked. Second shift Employees will receive an additional thirty-five (\$0.35) cents per hour and third shift Employees will receive an additional forty (\$0.40) cents per hour. Saturday and/or Sunday shifts will receive an additional thirty (\$0.30) cents per hour.

Section 4 - Standby and Call Back Pay

Any Employee shall receive one hundred sixty dollars (\$160.00) per week for each seven (7) day period an Employee is scheduled for standby. This standby shall be in addition to any overtime pay. The weekly standby shall be from Monday 8:00 am to the following Monday at 8:00 a.m. Such schedule will be regularly posted with Employees being allowed to change their standby status with a three (3) day advance

notice. The Employees who serve standby rotations shall include the District Maintenance Foreman, should an individual be employed in that position. Standby shall be allocated as equally as possible among qualified Employees. Where such standby is changed, the assigned Employee shall be responsible for finding his replacement and notifying their Supervisor of said change. If no replacement is found, then the assigned Employee must standby for that week.

Any Employee who is called out shall receive the appropriate overtime rate as provided for in Article III Section 2 herein. Employees who are called out for less than one-hour period of time shall receive overtime payment for one and one-third (1.333) hours. Should the call out last more than one hour the Employee shall be paid overtime at the applicable rate for all time worked.

Any Employee who is called out to work shall make every reasonable attempt to clock in as soon as possible after receiving the call. The Employer realizes that there are certain jobs that can be resolved without returning to the work site. In these situations it is acceptable to resolve these issues without returning to the work site. Overtime pay shall begin when the Employee has clocked in at the time clock in their respective department.

ARTICLE XIX **CERTIFICATION**

Section 1 - Training and Certification Pay / Reimbursement

- a. The Employer shall provide one day of paid leave for an Employee scheduled to take an IEPA Wastewater Operator certification test, for two attempts of the same examination. Employees scheduled on second or third shift may request leave for the day before the test or the day of the test. Granting this leave will not be unreasonably denied. The Employer shall provide transportation to and from the testing location for all Employees.
- b. The Employer shall pay up front costs to the Employee for any pre-approved educational classes offered or required by a certified school or entity for the preparation of the IEPA Wastewater Operator certification test. Any other costs incurred by the Employee to maintain or re-certify such certification shall be reimbursed by the Employer, upon proof of satisfactory completion.
- c. If the Employee leaves employment with the Employer prior to two (2) years, the

Employee shall reimburse the Employer the cost of tuition as determined by the schedule below:

Months of Employment	Reimbursement Amount
0-5 Months	100%
6-10 Months	75%
11-16 Months	50%
17-21 Months	25%
22-24 Months	0%

ARTICLE XX
TERMINATION

This Agreement shall be effective as of the May 1, 2024 and shall remain in full force and effect until the 30th day of April, 2029. 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 no 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. However, any one Article of this Agreement may be open to negotiations annually by mutual agreement by written request of either party at least sixty (60) days prior to the anniversary date of this Agreement.

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. In witness whereof, the parties hereto set their hands this 1st day of May, 2024.

FOR THE UNION:

Marty Donth

Bryan Brown

Sue Rhee

[Signature]

Robert [Signature]

FOR THE EMPLOYER:

Kenneth Edwards

[Signature]

Rail L. Wiley

MARSHALL K. SWANSON

APPENDIX A

TREATMENT PLANT

EPA CERTIFICATE CLASSIFICATION	2024	2025	2026	2027	2028
1	37.98	39.12	40.30	41.51	42.75
2	36.36	37.45	38.58	39.74	40.93
3	35.11	36.16	37.25	38.37	39.52
4	33.86	34.87	35.92	37.00	38.11
Laborer	30.90	31.83	32.78	33.76	34.78
*Laborer	*28.50	29.36	30.24	31.14	32.08
9 Month Probationary Employee	*25.00	25.75	26.52	27.32	28.14
<u>Maintenance II</u>	35.11	36.16	37.25	38.37	39.52
<u>Maintenance I</u>	33.86	34.87	35.92	37.00	38.11

COLLECTION SYSTEM

	2024	2025	2026	2027	2028
Maintenance II	35.11	36.16	37.25	38.37	39.52
Maintenance I	33.86	34.87	35.92	37.00	38.11
Laborer	*28.50	29.36	30.24	31.14	32.08
9 Month Probationary Employee	*25.00	25.75	26.52	27.32	28.14

All promotion above Laborer will be discretionary with the Employer.

*Applies to Employees hired after the execution date of this Agreement.

Negotiated wages in this Agreement will be applied to the first payroll following the execution date.

If at any time the District requires any employee to obtain a CDL license, the District agrees to pay for the initial cost, the cost to maintain such license and the cost of all physicals.

Agreement Addendum

Members of the Galesburg Sanitary District (GSD) and members of Local 3698, Council 31 of the American Federation of State, County and Municipal Employees (AFSCME) do hereby explicitly agree to the following conditions of Leaves of Absence for all employees and hereby waive any conditions of Leave instituted by the Illinois Department of Labor Title:56, Chapter I:, Subchapter b:, Part 200 known as the *Paid Leave For All Workers Act* (ACT). Should significant changes or reasonable clarification arise regarding said Act, both parties agree that this Addendum will be subject to renegotiation.