

JAN - 2 2018

**CITY OF COLUMBIA, ILLINOIS
ORDINANCE NO. 3362**

Debra Stapp
City Clerk

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

WHEREAS, the City of Columbia ("City"), Monroe and St. Clair Counties, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the Illinois Labor Relations Board ("ILRB") has recognized the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 8232 ("Union") as the exclusive representative for all employees of the City of Columbia (Emergency Medical Services) in the following titles: Full-Time Paramedic; Part-Time Paramedic; Part-Time Emergency Medical Technician Basic in the City of Columbia ("Bargaining Unit"); and

WHEREAS, pursuant to said recognition by the ILRB, the City is obligated by the Illinois Public Labor Relations Act (5 ILCS 315/1, *et seq.*) ("Act") to bargain with the Union concerning the Bargaining Unit's wages, hours and working conditions; and

WHEREAS, the City, by and through its designated bargaining team, has complied with the Act and has conducted negotiations with the Union; and

WHEREAS, the City and the Union now desire to enter into the collective bargaining agreement ("Agreement") that is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Columbia, as follows:

1. That the preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one ("1") of this Ordinance.
2. That the Agreement, attached hereto and incorporated herein as Exhibit "A", is hereby accepted and approved as the collective bargaining agreement between the City of Columbia and the American Federation of State, County and Municipal Employees.
3. That the Mayor and City Clerk are hereby directed to execute the Agreement on behalf of the City.

4. This Ordinance shall take full force and effect immediately upon passage by the Corporate Authorities.

PASSED and APPROVED this 2nd day of January, 2018.

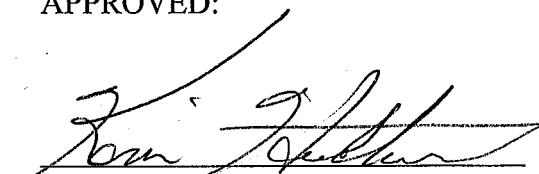
Yea: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Reis, Holtkamp and Martens.

Nay: None.

Abstentions: None.

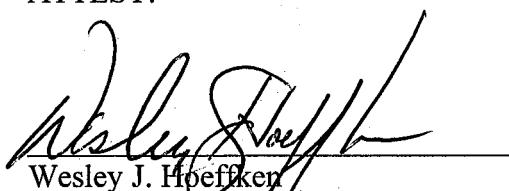
Absent: None.

APPROVED:



Kevin B. Hutchinson
Mayor
City of Columbia

ATTEST:



Wesley J. Hoeffken
City Clerk
City of Columbia

AGREEMENT BETWEEN
CITY OF COLUMBIA, ILLINOIS
and
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
LOCAL 2817-2

EFFECTIVE MAY 1, 2017 to APRIL 30, 2020

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ARTICLE 1 AGREEMENT

This Agreement, entered into by the City of Columbia, Illinois (hereinafter referred to as the "Employer" or the "City"), and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 2817-2 (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 resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining representative for the following unit certified by the Illinois Public Labor Relations Board in Case NO. S-RC-12-046 ("unit"):

Included: All employees of the City of Columbia (Emergency Medical Services) in the following titles: Full-time Paramedic; Part-time Paramedic; Part-time Emergency Medical Technician Basic.

Excluded: All supervisory, managerial or confidential employees within the meaning of the Illinois Public Labor Relations Act.

ARTICLE 3 UNION RIGHTS

Section 1. Union Activity during Working Hours

Full-time employees shall be allowed reasonable time off with pay during the employee's scheduled 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, provided the employee remains within the City and rendition of EMS services is not adversely affected.

Stewards shall be appointed from among full-time employees.

Section 2. Access to Premises by AFSCME

Local AFSCME officers and staff shall have reasonable access to the premises of the Employer during working days, as defined in the grievance procedure, as set forth herein. They shall provide the EMS Chief not less than 24 hours' advance notice of a desire to access the premises.

Section 3. Union Bulletin Boards

The Employer shall provide a bulletin board in a conspicuous area which shall be for the sole use of the Union.

Section 4. Information Provided to the Union

The Employer shall notify the Local at an address designated by the Union in writing of the following personnel transactions involving bargaining unit employees: new hires, terminations, layoffs, leaves in excess of thirty (30) days for full-time employees, and changes in status between full-time and part-time.

The Employer shall furnish the Local with an initial seniority roster, which shall be updated not less than annually. The roster shall include employee addresses, telephone number, and the last four digits of employees' social security numbers.

Section 5. Union Orientation

Each newly hired bargaining unit employee shall promptly be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation shall be for a reasonable period not to exceed one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

ARTICLE 4 CHECK-OFF/UNION SECURITY

Section 1. Deductions

The Employer agrees to deduct per pay period any or all of the following from the pay of those employees who individually in writing request such deduction(s):

- a) Union membership dues, assessments, or fees;
- b) Union sponsored benefit programs;
- c) P.E.O.P.L.E. contributions.

Deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. Employees who elect to contribute must maintain the same contribution for at least one (1) year. Deductions shall be made to the extent that the employee's net pay is sufficient to cover the deductions, and in the event that net pay is not sufficient the Employer shall not be responsible for any shortage in its remittance to the Union.

The Union shall provide Union deduction cards to employees. Deductions shall be made in the priority designated by the Union.

Information regarding deductions shall be made in either paper or electronic form. The Union shall advise the Employer of any increase in deductions at least thirty (30) days prior to its effective date.

Section 2. Union Security

a. 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, certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and remitted 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 of the union members.

b. Indemnification

The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. Grievance Defined

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.

Section 2. Grievance Steps

Step 1. EMS Chief, EMS Director or City Administrator

The employee and/or the Union ("grievant") shall orally raise the grievance with the EMS Chief or the EMS Director, or in their absence the City Administrator, and shall state that this discussion constitutes the first step of the grievance procedure.

a) All grievances must be presented in writing on a grievance form, a sample of which is attached as Exhibit A, not later than fifteen (15) working days from the date the grievant became aware of the occurrence or reasonably should have become aware of the occurrence giving rise to the grievance. The written grievance shall contain a statement of the grievance, the Section(s) of this Agreement allegedly violated, the date of the alleged violation and the relief sought. The grievance shall be signed and dated by the grievant. A "working day" means the Employer's regular days of operation, Monday through Friday, excluding holidays and weekends.

b) The EMS Chief or the EMS Director, or the City Administrator, shall render a written response to the grievance within five (5) working days after the written grievance was presented.

Step 2. City Council

In the event the grievance is not resolved in Step 1, it shall be presented in writing (C/O EMS Director or the City Administrator) by the Union to the Employer's City Council within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earliest. The City Council shall attempt to adjust the grievance as soon as possible, but shall give its answer in writing within fifteen (15) working days after receipt of the grievance.

Step 3. Arbitration

If the matter is not adjusted at Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within ten (10) working days after the Step 2 answer, or after the Step 2 answer was due as the case may be, may appeal the grievance 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, 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, with the first strike in each arbitration determined by a coin toss. The person

whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to strike one panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and the Union representatives and shall be notified of the nature of the grievance.

Section 3. Stipulations

The parties shall attempt to arrive at a joint stipulation of issues to be submitted to the arbitrator.

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from 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.

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

A stenographic record of the arbitration shall be prepared, the cost of which shall be split equally by the parties.

Section 4. Withdrawal and Time Limits

- a) Grievances may be withdrawn at any step of the Grievance Procedure prior to the selection of an arbitrator. After the arbitrator's selection, a grievance may be withdrawn only on terms acceptable to the other party.
- b) Grievances not appealed within the designated time limits will be treated as withdrawn.
- c) The time limits at any step or for any hearing may be extended by mutual agreement of the parties.
- d) The Employer's failure to respond within the time limits shall automatically advance the grievance to the next step(s).

Section 5. Time Off and Meeting Space

- a) Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their scheduled working hours to investigate and process grievances, provided the rendition of EMS services shall at all times be the first priority. There shall be no pay for investigating and/or processing grievances by the grievant or Union representative during non-scheduled working hours.
- b) A full-time employee/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 may elect to use vacation time, but not sick leave, to receive compensation for such attendance. A full-time employee/witness will be permitted reasonable time off during working hours to attend grievance meetings and/or respond to the union's investigation; during non-working hours, the employee may elect to use vacation time, but not sick leave, to receive compensation for such attendance. In the event the Employer schedules a grievance meeting for a part-time employee/grievant on a

date said part-time employee/grievant is not working, said part-time employee/grievant will be paid for the time spent in the grievance meeting (at regular pay), but no pay will be received for time spent traveling to (or from) the grievance meeting location. Grievance meetings will be held within the City of Columbia unless mutually agreed otherwise by the Employer and employee.

c) Meeting Space: Upon prior approval, the employee and the Union representative shall be allowed the reasonable use of meeting space for the purpose of investigating or processing grievances.

Section 6. Advance Grievance Step Filing and Employer Grievances

a) By mutual agreement, a grievance may be taken up at an advanced step of the grievance procedure.

Section 7. Relevant Information

The Union and the Employer shall produce documents, and other items relevant to a pending grievance and reasonably available to a party; however, nothing herein shall require the disclosure of patient identifying information or other information protected by law.

Section 8.

In no event shall any disposition or economic award in arbitration be made retroactive for any period more than six (6) months prior to the filing of the grievance in writing.

ARTICLE 6 DISCIPLINE

Section 1. Definition

Disciplinary action may be imposed upon an employee only for just cause.

a) Discipline shall ordinarily be progressive and corrective, but nothing shall preclude the Employer from assessing a particular type of discipline, including discharge, depending upon the facts and circumstances of each case. The Employer shall meet with the employee involved in order to explain the basis and reasons for the discipline and provide the employee with an opportunity to be heard.

b) Disciplinary action or measures shall only include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Discipline shall be imposed promptly 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, and shall ordinarily be imposed within forty-five (45) days after the completion of the Employer's investigation.

c) Documented Oral Reprimands

In cases of documented oral reprimands, the supervisor must inform the employee that he/she is receiving a documented reprimand and that the employee may request Union representation, which shall be provided if so requested. A copy of the reprimand shall be placed in the employee's file, with a copy to the employee and the Union.

Section 2. Notification and Measure of Disciplinary Action

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

b) Employees shall have the right to a Union representative present before any questioning by the Employer which the employee reasonably fears might lead to discipline. If, during the course of such meeting, the Employee indicates that he or she would like to have a Union representative present, the meeting will be recessed (at that time) for a reasonable amount of time for the arrangements to be made for such Union representative(s) to be present, in person, by phone, or by any other means available for the Employee and the Union representative(s) to communicate.

c) Nothing in this Section shall prevent the Employer from relieving employees from duty with pay.

ARTICLE 7
PROBATIONARY EMPLOYEES

Section 1. Probationary Period

Any new full-time or part-time employee shall be on probation with the City during the first twelve (12) months of employment, except for transfers from EMT-Basic to an EMT-Paramedic position. The City shall have the right to terminate such employee in its sole and absolute discretion prior to the completion of said twelve (12) months. Upon completion of the probationary period, length of continuous service of employees shall be computed from the hire date. For employees permanently transferring from EMT-Basic to EMT-Paramedic positions, the employee shall be placed on probation in the new position for six (6) months from the date of paramedic licensing. If the City determines the EMT-Paramedic is not qualified, the employee will return to an EMT-Basic position.

Section 2. Promotional Probationary Period

A promoted employee may be returned at the Employer's discretion to his or her former position (at the compensation of the former position) anytime within four (4) months after such promotion. A promoted employee may request to be returned to his or her former position (at the compensation of the former position) by notifying the Employer of such request (on a form provided for that purpose) within three (3) months after such promotion and said request shall not be unreasonably denied. In the event a promoted employee requests to be returned to his or her former position, as provided herein, and said promoted employee's previous position has been filled, the Employer reserves the right to reverse its actions in filling said promoted employee's previous position (i.e. the employee filling said promoted employee's previous position will be returned to his or her former position (at the compensation of that former position) without its actions being subject to the grievance procedure.

Section 3. Seniority

A probationary employee, other than an employee serving a promotional probationary period, shall have no seniority until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire within the unit.

ARTICLE 8 SENIORITY

Section 1. Definition

(A) For full-time and part-time employees, "seniority" means the length of continuous service in the unit. The Employer will maintain two separate seniority lists which shall include one for full-time employees and one for part-time employees. AFSCMIE acknowledges that seniority for part-time employees is solely for the purpose of determining seniority within the unit and will not be used as a basis for determining longevity as a full-time employee of the City.

- a) Seniority shall exclude periods of employment outside the bargaining unit.
- b) Employees shall retain and accrue seniority while on paid leave, but shall not accrue seniority while on unpaid leave.

(B) A part-time employee's seniority will be lost completely (i.e., reduced to zero) if the part-time employee has a break in service of twelve (12) months or more, unless Employer otherwise agrees to reinstate all or part of said part-time employee's seniority.

Section 2. Termination of Seniority

Employment shall be terminated and seniority broken when an employee:

- a) resigns;
- b) is discharged for just cause;
- c) is laid off for more than 12 months;
- d) is unjustifiably absent for three consecutive scheduled workdays without proper notification or authorization. In the event that an employee's employment is terminated and seniority is broken pursuant to this subsection d, the Employer shall notify the employee by written notice sent to the employee's last known address.

ARTICLE 9 WORK SCHEDULE

Section 1. Part-Time Employees' Availability

Part-time employees must submit their availability for at least four (4) shifts per month. Part-time employees who fail to submit shift availability, as described herein, for two (2) months during any six (6) consecutive months will be considered, unless excused by the EMS Chief, to have quit. Part-time employees are also

required to submit their availability for two (2) holidays (one between the months of October and March and a second between the months of April and September) per year.

Part-time employees will submit an availability calendar, using the department's online scheduling software or similar platform, listing their availability for the upcoming months.

Section 2. Staffing of Unfilled Shift(s)

When a full or partial shift becomes available for any reason, a communications (e.g. text, e-mail) will be broadcast to all part-time employees using the department's scheduling software. If no prompt response is received from any part-time employees indicating a willingness to fill a shift, a full-time employee will be mandated to work the shift in a rotating reverse seniority basis.

Section 3. Shift Schedules

The current shift schedule for full-time employees is show below:

24 hours – Duty Day
24 hours – Off
24 hours – Duty Day
48 hours – Off
24 hours – Duty Day
24 hours – Off
24 hours – Duty Day
96 hours – Off

Shift schedules will be posted no later than the twentieth (20th) of each month for the following calendar month.

The Employer will provide not less than 28 days' notice of changes to the current shift schedule, including the number of hours to be worked during any Duty Day; however, said notification timeframe does not apply, and no such notice is required, to staff an unfilled shift. A side letter, Appendix A, is included by reference, and made part of this Agreement.

ARTICLE 10 MANAGEMENT RIGHTS

Section 1. Except as expressly limited by the terms of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to the rights:

- a. To determine its organization and operations;
- b. To determine and change the purpose, composition, and function of each of its constituent departments and subdivisions;
- c. To set standards for services to be offered to the public;
- d. To direct the employees, including the right to assign work and overtime;
- e. To hire, examine, classify, select, promote, transfer, and assign employees;

- f. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds, or other proper reason;
- g. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- h. To establish, modify, combine, or abolish job descriptions and classifications;
- i. To add, delete or alter methods of operations, equipment or facilities;
- j. To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine what services are to be provided;
- k. To suspend, demote, discharge and take other disciplinary action against employees for just cause;
- l. To establish, add, delete or alter policies, procedures, rules, and regulations, provided, however, the Union will be given i) reasonable notice of a change, which notice shall ordinarily be not less than fourteen (14) calendar days, and ii) an opportunity to discuss the change;
- m. To subcontract, as provided in Section 2.

Section 2. The Union recognizes the right of the Employer to subcontract work to meet operational needs, including but not limited to, increasing economic efficiency, providing improved service, and dealing with emergencies. In the event the Employer decides to subcontract work provided by unit employees, the following shall apply:

- a. The Employer shall provide notice to the Union of its intent to subcontract.
- b. Except in emergencies, the Employer shall provide the Union with written notice not less than sixty (60) calendar days prior to the effective date of the subcontracting, and shall promptly (ordinarily within ten (10) working days of such notice) meet with the Union to discuss the issue.
- c. The Employer shall provide the Union with information relevant to its decision to subcontract.
- d. The Employer shall give consideration to any Union proposals presented pertaining to the Employer's subcontracting decision.
- e. The Employer shall negotiate over the effects of any subcontracting.

ARTICLE 11 NO STRIKE

Section 1. During the term of this Agreement, neither the Union nor any employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike or work stoppage, or other concerted refusal to perform duties by any employee, or the concerted interference with, in whole or in part, the full, faithful, and proper performance of the duties of employment with the Employer. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

Section 2. In the event of action prohibited in Section 1 of this Article, the Union immediately shall disavow such action and request the employee(s) to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3. Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance and arbitration procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 4. There shall be no lock-out by the Employer.

Section 5. Upon the expiration of this agreement and provided the parties have not agreed to submit any disputed issues to final and binding arbitration, nothing herein shall preclude the Union from engaging in a strike in accordance with the Illinois Public Labor Relations Act.

ARTICLE 12 FILLING OF VACANCIES

In the event a job opening becomes available for a full-time employee, the City will post the opening for not less than fifteen (15) working days. The posting will be placed on a bulletin board in the EMS Department, on the Employer's website, in one (1) or more newspapers, and anywhere else deemed appropriate by the Employer. The posting will contain information relevant to the opening, including a job description, required knowledge and skills, rate of pay, and work location.

ARTICLE 13 LAYOFF AND RECALL

Section 1. In the event of a layoff, the following sequence shall apply:

- a. Part-time and probationary employees shall be laid off before full-time employees;
- b. Among part-time employees, Basics shall be laid off before Paramedics, and the order of layoff shall be in reverse order of the number of hours worked in the twelve (12) months preceding notice of layoff.
- c. Among full-time employees, the order of layoff shall be in reverse order of seniority.

Section 2. In the event of recall, the layoff sequence shall be reversed.

Section 3. The City shall provide reasonable notice to the Union and Employee of any layoff, which notice shall ordinarily not be less than fifteen (15) working days.

ARTICLE 14 HOLIDAYS

Section 1. The following days shall be considered as holidays:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day (July 4th)
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (half day (12 hours))
Christmas Day
Personal Leave Day (full-time employees only)

Section 2. Holiday Pay

- a) For holiday pay purposes, the holiday will begin with the first scheduled shift on the holiday and will end twenty-four (24) hours later (except for Christmas Eve, which is a twelve (12) hour holiday).
- b) Full-time employees will receive the following pay for each holiday: (i) if the holiday is not worked, twelve (12) hours pay will be received at the employee's regular straight time hourly wage for all holidays except Christmas Eve when six (6) hours pay will be received at the employee's regular straight time hourly wage; (ii) for hours worked on the holiday, the employee will receive pay at the rate of time and a half (1½) the employee's regular straight time hourly wage ; and (iii) if the employee is not scheduled to work the holiday and is subsequently mandated to work the holiday, the employee will receive pay at the rate of two times (2x) the employee's regular straight time hourly wage (except for Christmas Eve when half of the hours worked will be at double time (2x) and half of the hours worked will be at the employee's regular straight time wage).

Part-time employees working on each holiday listed in Section 1 of this ARTICLE (except for the Personal Leave Day, which applies only to full-time employees) will receive pay at the rate of time and a half (1½) the employee's regular straight time hourly wage for each hour worked on the holiday (as defined in this Section 2. a) above).

Employees who work on New Year's Day, Independence Day, Thanksgiving, Day after Thanksgiving, Christmas Eve (except when half of the hours worked will be at double time (2x) and half of the hours worked will be at the employee's regular straight time wage), and Christmas Day Will receive pay at the rate of double time (2x) the employee's regular straight time hourly wage for each hour work on the above listed holidays.

ARTICLE 15 VACATIONS

Section 1. Vacation will, so far as practicable and consistent with the needs of the Employer be granted at times most desired by the employee. Preference shall be given to the employee with the greater length of service.

Section 2. Each full-time employee, who has been employed for at least one (1) year from their date of hire as a full-time employee, shall be eligible for vacation as follows:

Having completed one (1) year	48 hours
Having completed two (2) years	72 hours
Having completed four (4) years	96 hours
Having completed eight (8) years or more	144 hours

Section 3. Eligible employees shall use accrued vacation during the twelve (12) months following its accrual or it shall be forfeited. Vacation shall be used in not less than twelve (12) hour increments.

Section 4. The rate of pay for vacation pay will be the employee's base rate at the time of vacation.

Section 5. Any full-time employee, who is laid off, discharged, retires or is separated from the service of the Employer for any reason prior to taking his or her vacation, shall be compensated for any unused vacation.

ARTICLE 16 SICK LEAVE

Section 1. Full-time employees shall receive sick leave in the amount of ninety six (96) hours annually, which sick leave shall accrue at the rate of eight (8) hours per month from (i) July 1, 2013 for all full-time employees hired prior to that date ("Current Full-Time Employee"); or (ii) the date of hire as a full-time employee of the unit. Both parties hereto acknowledge that (a) the unit's Current Full-Time Employees had accumulated sick leave time as of June 30, 2013, which will be added to the sick leave granted by this section (and as reduced by language appearing at the end of this Section 1); and (b) said accumulated sick leave total includes sick leave credited by Employer to each Current Full-Time Employee's account in the amount of eighty (80) hours in January 2013 for the entire calendar year of 2013; therefore, each Current Full-Time Employee received credit for forty (40) hours of sick leave time (i.e., from July 1, 2013 to December 31, 2013) that will be deducted from the accumulated sick leave time total (shown on the Employer's records) as of June 30, 2013 for each respective Current Full-Time Employee.

Section 2. An employee may accumulate no more than 360 hours of sick leave.

Section 3. Accumulated sick leave may be charged from non-duty illness and off-the-job incurred injury and disability. Employees may not utilize accumulated sick leave for routine or preventative doctor, dentist, or medical appointments.

Section 4. Sick leave shall be charged against the employee's total accrual on the basis of the number of hours in the employee's regular work day for each full regularly scheduled work day missed due to approved sick leave absence, with a minimum charge of twelve (12) hour increments.

Section 5. Employees may use up to 48 hours of sick leave per calendar year to provide needed care to qualifying family members (as defined under the Family Medical Leave Act (FMLA) of 1993 (as amended) – i.e., child, spouse, and/or parent.

Section 6. Employee's use of sick leave shall be subject to and, as appropriate, applied concurrently, in accordance with the FMLA.

Section 7. An employee may elect to use accumulated sick leave during the period immediately preceding the employee's retirement at the employee's hourly rate that was in effect from time to time as each day of sick leave was accumulated, or to receive a lump sum payment for accumulated sick leave which shall be calculated at the employee's hourly rate of pay that was in effect from time to time as each day of sick leave was accumulated. An employee shall be deemed to have retired when the employee advises the Employer that he or she is retiring and is immediately eligible to receive an IMRF retirement pension.

ARTICLE 17 EDUCATIONAL BENEFITS

Section 1. Reimbursement

The Employer agrees to reimburse full tuition costs for any course of study at a recognized educational institution undertaken by an employee if the employee is directed by the EMS Chief to take the course and approval is received from the Employer's City Council, provided such course of study is job-related and the employee completes the course with a grade of "C" or better.

The Employer further agrees to pay tuition costs plus incidental costs of room and board in an amount previously arranged, for an intensive job-related course of study, seminars, or symposia attended by an employee if so directed by the EMS Chief and approved by the Employer's City Council.

Section 2. EMT Basic to Paramedic Reimbursement

The Employer agrees to provide reimbursement of \$1,500 (as detailed below) for the transition from EMT-Basic to EMT Paramedic through a recognized Paramedic program in Illinois Region IV. Prior approval for the paramedic program is required from the EMS Chief. The Basic to Paramedic reimbursement program is limited to a maximum of two employees per year.

Reimbursement of fifteen hundred dollars (\$1,500) will be made based on the following terms:

- a. Completion of a recognized Paramedic program in Illinois Region IV;
- b. Completion of the protocol test through Memorial Hospital;
- c. Reciprocity in Illinois Region IV;

d. the participant agrees to sign a two year agreement with the City of Columbia from the date of the \$1,500 payment with a claw-back provision in the event the two year commitment is not met, or the proper minimum number of shifts are not worked as required by this Collective Bargaining Agreement.

Section 3. Certification Renewal

The Employer agrees to pay for the cost of full-time employees to meet the Region IV certification renewal requirements, and for part-time employees to meet any certification requirements of Region IV that are not required by other area regions.

The Employer shall maintain a current resource library for employees to utilize when renewing certifications (ACLS, PALS, ITLS). All books or materials paid for by the Employer shall be considered property of the Employer and kept on the Employer's premises while not being used during a certification class. When required for a class said books or materials shall be signed out and are to be returned to the Employer after the completion of the class.

Full time staff certifications shall be completed through the Region IV resource hospital, unless prior approval is obtained from the EMS Chief. Employees shall receive their applicable pay rate for certification classes that are required by Region IV. Full-time employees shall receive training pay when attending any approved classes when off-duty at their regular straight-time hourly pay rate for CEU classes with prior approval of EMS Chief.

Part-time employee staff certification PALS shall be completed through the Region IV resource hospital which is Memorial Hospital, unless prior approval is obtained from the EMS Chief.

Section 4. Continuing Education Units

Full-time employees are eligible to receive reimbursement of up to \$200 for Continuing Education Credits (CEUs) per fiscal year. All CEUs requested to be reimbursed shall receive approval by the EMS Chief prior to class registration.

Section 5. Mandatory Training

Full time employees mandated by the Employer to attend training shall be paid at the employee's applicable rate of pay.

ARTICLE 18 CLOTHING ALLOWANCE

Section 1. New Full-Time Employees shall be provided the following:

1. Two (2) short-sleeve uniform shirts
2. Two (2) long-sleeve uniform shirts
3. Four (4) pair of uniform pants
4. One (1) ¼ zip pull-over
5. Designated patches and embroidery
6. Turn out gear (pants/coat)
7. Dress uniform* (pants, shirt, jacket, hat, and all applicable adornments)

*After completion of probationary period. May only be worn for award presentations, funerals, parades, or when approved by EMS Chief.

Section 2. New part-time employees shall be provided the following:

1. One (1) short-sleeve uniform
2. One (1) long-sleeve uniform shirt
3. Two (2) pair of uniform pants
4. One (1) approved pull-over

If or when an employee is no longer employed by the Employer, all assigned property shall be returned within seven (7) calendar days after the employee's last duty day worked. The value of property not returned within the 7-day period will be deducted from the employee's final pay check in conjunction with Illinois law.

Section 3. Annual Clothing Allowance

All full-time employees shall receive an annual (fiscal year) clothing allowance allotment in the amount of \$550.00. When a part-time employee's uniform becomes unprofessional in appearance and needs replaced, the employee will notify the EMS Chief to arrange to have the item replaced. The clothing allowance shall be used only for purchases of clothes and/or equipment needed and used in the performance of the employee's duties on behalf of the Employer.

Purchased clothing or equipment may be billed directly to the Employer from approved vendors only. Each employee will be responsible to repay the Employer for any costs that exceed the aggregate amount of the employee's annual clothing allowance allotment - all such excess cost repayments will be deducted from the employee's next pay check (s).

Prior approval from the EMS Chief is required for all clothing or equipment purchases made from a non-approved vendor. In that event the employee shall submit a receipt for reimbursement.

Section 4. The Employer agrees to repair or replace as necessary an Employee's eyeglasses, contact lenses, prescription sunglasses (up to a value of \$100), and watches (up to a value of \$100), if damaged or broken in the line of duty. Such an incident shall be documented with the EMS Chief as soon as possible after the occurrence, but in no event later than ten (10) calendar days after the occurrence.

ARTICLE 19
WAGES

Section 1. Wage rates for unit employees shall be as shown below:

	Hourly Pay Rate <u>(05/01/17)</u>	Hourly Pay Rate <u>(05/01/18)</u>	Hourly Pay Rate <u>(05/01/19)</u>
Full-Time Paramedic:			
0-2 Years' Experience	\$15.24	\$15.62	\$16.01
2-5 Years' Experience	\$15.39	\$15.77	\$16.16
5-10 Years' Experience	\$15.54	\$15.92	\$16.31
10+ Years' Experience	\$15.69	\$16.07	\$16.46

Lead Paramedic: \$1.00 per hour additional

	Hourly Pay Rate (05/01/17)	Hourly Pay Rate (01/01/18)	Hourly Pay Rate (05/01/19)
<u>Part-Time Employees</u>			
EMT – Basic	\$11.02	\$11.52	\$11.81
EMT – Paramedic	\$14.31	\$15.31	\$15.69

The Union provided language on pay periods and the equalization of overtime into regular amounts in its proposal dated 12-13-13. *****Comment: the city will consider equalization of OT hours if AFSCME can provide proper documentation/citations that the equalization of OT pay complies with the Dept. of Labor's requirement that the employer must pay OT for all (actual) hours worked in excess of 40/week.

Section 2. All overtime hours required of a full-time employee in excess of the regular work period, whether of an emergency nature or of a non-emergency nature, shall be compensated at a rate equal to one and one-half (1 ½) times the employee's regular hourly rate of pay for hours worked in excess of the hours in the work period.

The Employer, in its sole and exclusive discretion, may offer compensatory time to employees in lieu of overtime payments. If any employee elects compensatory time in lieu of cash payment, the employee shall not be allowed to accumulate over 36 hours. The 36-hour limit may be waived for special needs of the EMS Department with the approval of the Director of EMS. Compensatory time shall be used as soon as possible after accumulation. Compensatory time shall accrue at the overtime rate (i.e., 1 ½ hours of compensatory time shall accrue for each overtime hour worked). Except as otherwise provided for in this agreement, for the purpose of computing overtime, "hours worked" does not include any period of paid or unpaid time off (i.e., sick leave, vacation leave, etc.) when no work is performed. Any compensatory time accrued and not used by April 30 shall be paid in full at the rate when earned in the first payroll period in May.

Employees must obtain the Employer's prior approval at least 15 days in advance to exercise their accrued compensatory time. Granting or denying such requests shall be at the discretion of the Employer. Employee requests will not be unreasonably denied, but under no circumstances shall an employee's exercise of compensatory time cause the Employer to suffer manpower shortage requiring the assignment of overtime work.

ARTICLE 20 PENSIONS

During the term of this Agreement, the Employer shall continue in effect, and employees shall enjoy the benefits, rights and obligations of the Illinois Municipal Retirement Fund. All eligible employees shall be covered by IMRF and the Employer and the employees shall make required contributions to the fund.

ARTICLE 21 PERSONNEL FILES

Section 1. An employee's personnel file shall be available in accordance with the Personnel Record Review Act, 820 ILCS 40/0.01 *et seq.*

Section 2. The Employer shall notify the employee of the inclusion of any adverse information in the employee's personnel file, and shall allow the employee to examine, photocopy, and offer rebuttal information to any such material.

ARTICLE 22 LABOR MANAGEMENT CONFERENCES

Section 1. The Union and the Employer mutually agree that in the interest of harmonious labor relations and in the pursuit of providing the highest quality of service to the public, it is desirable that meetings be held between Union representatives and Employer representatives.

Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for such a labor-management meeting. Such meetings and locations shall be limited to:

- a. discussion on the implementation and general administration of this Agreement;
- b. a sharing of general information of interest to the parties; and
- c. notifying the Union of changes in non-bargaining unit conditions of employment contemplated by the Employer which may affect unit employees.

Issues of work place and employee safety shall be addressed as soon as practical upon a written request by either party.

Section 2. It is expressly understood and agreed that such meetings shall not be inclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 23 GROUP INSURANCE

Section 1. Hospitalization, Medical and Prescription Drug Insurance Coverage

Employer provides group hospitalization, medical and prescription drug insurance coverage for all full-time employees and their dependents on a share-pay basis. Each employee's share is ten percent (10%) of Employer's Group Hospitalization, Medical and Prescription Drug insurance premium (for that employee) plus the following dollar amount (based upon the coverage level chosen by the employee) (i) \$10/month if Individual coverage is selected; or (ii) \$14/month if Member + 1 coverage is selected; or (iii) \$20/month if Family coverage is selected (Note: the amount of an employee's additional monthly premium (as described in this sentence) will increase or decrease whenever a premium change occurs due to a different level of insurance coverage being selected by the employee).

Section 2. Preventative Dental Insurance

Employer provides group preventative dental insurance coverage for all full-time employees and their dependents on a share-pay basis. Each employee's share is ten percent (10%) of Employer's Group Preventative Dental Insurance premium (for that employee).

Section 3. Vision Care Plan

Employer provides a Vision Care Plan for all full-time employees and their dependents with the plan being self-funded by Employer. A copy of the plan is published in pamphlet form and is available at the Office of the City Clerk.

Section 4. Term Life Insurance

Employer provides term life insurance for each full-time employee.

Section 5. Part-Time Employees

Employer does not provide any of the insurance coverages described in this ARTICLE 23 to part-time employees. If federal or state law requires the Employer to offer any such insurance coverages to part-time employees, in that event Employer will offer such required insurance coverages to qualifying part-time employees, but each qualifying part-time employee selecting any of such coverages shall be fully responsible for the entire premium(s) (i.e., 100%) charged to the Employer for such coverages, and the Employer will not be obligated to pay any portion of such insurance premium(s) for such qualifying part-time employees.

ARTICLE 24 JURY SERVICE

The parties hereto agree that the employee will be paid while on jury duty and will submit jury duty pay to the Employer. Also, Employees are to return to their scheduled shift following the end of jury duty, if applicable.

ARTICLE 25 FAMILY AND MEDICAL LEAVE

Employer shall provide family and medical leave in accordance with the Family and Medical Leave Act of 1993, and any amendments thereto.

ARTICLE 26 UNPAID PERSONAL LEAVE

An unpaid leave of absence for a period not longer than sixty (60) days may be granted to full-time unit employees. Request for such leave must be submitted in writing to the EMS Chief or the EMS Director for approval at least fourteen (14) calendar days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave request shall be furnished to the employee in writing by the Employer. An employee returning from such leave must provide the Employer with at least seven (7) calendar days' advance notification.

ARTICLE 27 FUNERAL LEAVE

When death occurs to a full-time unit employee's legal spouse, mother, father, step parent, brother, sister or child (including step, adopted, and grandchildren), the employee upon request, will be excused for up to two (2) calendar days, one of which must be the day of the funeral, without loss of pay for such employee's scheduled shift(s); in the event of the death of such employee's grandparent(s), mother-in-law, father-in-law, sister-in-law or brother-in-law, the employee upon request, will be excused for one (1) calendar day without loss of pay if such employee was scheduled to work that day. Additionally, if the funeral service is out of town and the distance from the employee's home to the place of the funeral is greater than 200 miles, such employee will be granted one (1) additional day off (for travel) without pay.

ARTICLE 28 UNION ACTIVITY LEAVE

Full-time unit employees shall be allowed time off without pay to attend statewide or area wide union committee meetings or council or international conventions or union training ("Union Activity Leave"). Ordinarily no less than forty-five (45) calendar days advance notice must be given to the Employer by the employee wishing to utilize Union Activity Leave. Additionally (i) Union Activity Leave can only be utilized by one (1) employee at a time (i.e., no more than one (1) employee on the same day(s)); and (ii) each eligible employee can utilize no more than ten (10) working days of Union Activity Leave during any two (2) fiscal year period (i.e., May 1 – April 30) of the Employer. The utilization of Union Activity Leave shall not be detrimental in any way to the employee's record.

ARTICLE 29 LIGHT DUTY

The Employer may assign light duty to full-time employees, who suffer a job-related injury while on duty for the Employer, on a temporary basis and consistent with the employee's medical restrictions. The Employer may request that the employee undergo an examination by a physician or other health care provider of the Employer's choosing and at the Employer's cost to assess the employee's fitness.

ARTICLE 30 NON-DISCRIMINATION

Section 1. Equal Employment Opportunity

The Employer is, and will continue to be, an equal employment opportunity employer.

Section 2. Non-Discrimination

There shall be no discrimination against any employee regarding terms or conditions of employment because of race, color, religion, national origin, ancestry, age, sex, marital status, handicap or disability, unfavorable discharge from military service, status as a Vietnam-era or special disabled veteran, union membership, or citizenship, in accordance with applicable law.

ARTICLE 31

DRUG AND ALCOHOL POLICY AND TESTING

Section 1. Statement of Policy

The public has the right to expect that EMS employees of the City of Columbia, Illinois be free from the effects of drugs and alcohol. The Employer has the right to expect said employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of said employees.

Section 2. Prohibitions

EMS employees are prohibited from:

- a. Consuming, being under the influence of, or possessing alcohol at any time while on duty or having consumed any alcohol within eight (8) hours of the start of their scheduled shift except as may be required in the lawful course of such employee's duties.
- b. Consuming, using, possessing, selling, purchasing or delivering any illegal drug as defined by the Illinois Compiled Statutes. (The prohibition of this section does not apply to illegal drugs possessed by such employee in the lawful course of the employee's duties.)
- c. Using prescription drugs, other than in accordance with the prescription, and provided their use does not adversely affect the employee's job performance.
- d. Refusing to submit to and complete any testing provided for under this Article.

Section 3. Drug and Alcohol Testing (Reasonable Suspicion/Vehicular Accident Requiring the Filing of a Traffic Crash Report)

- a. Where the EMS Chief or EMS Director has reasonable suspicion to believe that an EMS employee is under the influence of alcohol or illegal drugs, while on duty, either of them shall have the right to require said employee to submit to alcohol or drug testing as set forth in this Agreement; or
- b. Any time an EMS employee, while driving in a city-owned vehicle, is involved in a vehicular accident requiring a traffic crash report to be filed pursuant to Illinois law, regardless of where the accident occurs, either the EMS Chief or EMS Director has the discretion to direct such employee (driving the city-owned vehicle) to submit to alcohol or drug testing as set forth in this Agreement.

There shall be no random or unit-wide testing of employees, except the random testing authorized in Sections 7 and 8 of this Article 31.

Section 4. Order to Submit to Reasonable Suspicion/Vehicular Accident Requiring the Filing of a Traffic Crash Report Testing

At the time an EMS employee is ordered to submit to reasonable suspicion/vehicular accident requiring the filing of a traffic crash report (pursuant to Illinois law) testing authorized by this Agreement, the EMS Chief or EMS Director shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Said employee

shall be permitted to consult with a representative of the Union or a private attorney, at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of said employee shall be conducted without first affording the employee the right to union representation and/or legal counsel. Refusal to submit to such testing shall subject the EMS employee to discipline, but such employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

Section 5. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act.
- b. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No EMS employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody.
- c. Collect a sufficient sample of the same bodily fluid or material from said employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the EMS Chief or the EMS Director, or the employee in question as set forth in paragraph f.
- d. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- e. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative testing, about the detected drug or drug metabolites.
- f. Provide the EMS employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of such employee's own choosing, at such employee's own expense; provided the employee makes such demand of the EMS Chief or the EMS Director within seventy-two (72) hours of receiving the results of the test.
- g. Require that the laboratory or hospital facility report to the EMS Chief that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or results thereof be obtained by the EMS Chief or EMS Director inconsistent with the understanding expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the EMS Chief or EMS Director will not use such information in any manner or forum adverse to the employee's interest.
- h. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more, based upon the grams of alcohol per 100 milliliters of blood, be considered positive. (Note: The foregoing standard shall not preclude the EMS Chief or EMS Director from attempting to show that lesser test results demonstrate that the EMS employee was under the influence, but the EMS

Chief or EMS Director shall bear the burden of proof in such cases.) A .01 - .03 alcohol concentration shall result in discipline, up to and including suspension, but will not result in discharge unless accompanied by evidence that the use of alcohol influenced the employee's performance or is a repeated occurrence. Alcohol concentration levels of .04 or above shall result in discipline, up to and including discharge.

- i. Provide each EMS employee tested with a copy of all information and reports received by the EMS Chief or EMS Director in connection with the testing and the results.
- j. Insure that no such EMS employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the rendering of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest

The Union and/or such EMS employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results, or any other alleged violation of this Agreement. Filing of a grievance will not delay the implementation of Section 4 of this Article 31

Section 7. Voluntary Requests for Assistance

The EMS Chief and/or EMS Director shall take no adverse employment action against an EMS employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol related problem or for abuse of prescribed drugs. The foregoing is conditioned upon the following:

- a. Such employee agreeing to appropriate treatment as determined by the physician(s) involved.
- b. Such employee discontinues his/her abuse of prescribed drugs or abuse of alcohol.
- c. Such employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months.
- d. Such employee agrees to submit to random testing during hours of work during the period of "after-care".

EMS employees who do not agree to act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time while on duty shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an EMS employee on active status throughout the period of rehabilitation, if it is appropriately determined that such employee's current use of alcohol or drugs prevents such individual from performing the duties of an EMS employee, or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment, at his/her option. The foregoing shall not limit the Employer's right to discipline such employees for misconduct, including the use of illegal drugs (e.g., marijuana, heroin, cocaine).

Section 8. Random Testing

The Employer may conduct random testing for the presence of illegal drugs and/or alcohol on all EMS employees. The testing program, including the selection of EMS employees to be tested, shall be conducted and administered by an outside medical facility. EMS employees who are selected for random testing and are off duty or on leave shall be tested upon their return to regular duty. All EMS employees shall be subject to random testing, including the EMS Chief and EMS Director.

Random testing shall be conducted in a non-discriminatory fashion, using a methodology by which all EMS employees have a statistically equal chance of being selected for testing at a given time.

The Employer may test randomly one hundred percent (100%) of the total number of employees (including full-time, part-time employees, the EMS Chief and the EMS Director) with a maximum of three such drawings with accompanying tests conducted per year. All tests ordered by the Employer shall be at the expense of the Employer.

Upon a positive test result, such EMS employee and the Employer shall be notified of the same in writing, and the employee may request a second test of the specimen. Any subsequent test will be at the expense of such employee. A positive test result will be grounds for discipline, up to and including discharge.

Section 9. Discipline

Violations of this Article shall be grounds for disciplinary action, up to and including discharge.

ARTICLE 32 AUTHORITY OF AGREEMENT

Section 1. Partial Invalidity

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

Section 2. No Decrease in Monetary Benefits

There shall be no reduction in monetary benefits during the life of this Agreement.

ARTICLE 33 DURATION

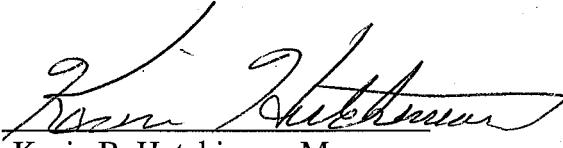
This Agreement shall be effective from May 1, 2017 and shall remain in full force and effect until April 30, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. Such notice shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

The provisions of this Agreement shall remain in full force and effect after any expiration date while negotiations for a new or successor Agreement are taking place between the parties or a Resolution of Impasse Procedure, as allowable by law, is ongoing.

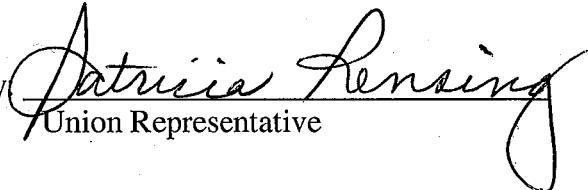
SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 2nd day of January, 2018.

CITY OF COLUMBIA, ILLINOIS

By: 
Kevin B. Hutchinson, Mayor

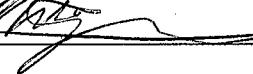
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 31, AFL-CIO (FOR AND ON
BEHALF OF LOCAL 2817-2)

By: 
Patricia Lensing
Union Representative

ATTEST

By: 
Wesley J. Hoeffken, City Clerk

COLUMBIA EMS UNIT REPRESENTATIVE(S)

By: 

By: 

(SEAL)

APPENDIX A – 48/96 SCHEDULE

December 12, 2017

Ms. Patricia Rensing
Business Representative
AFSCME, Council 31
615 South Second Street
P.O. Box 2328
Springfield, IL 62705-2328

Re: Columbia, Illinois Emergency Medical Services Department
Side Letter Regarding Implementation of 48/96 Trial

Dear Ms. Rensing:

During the course of our recent contract negotiations, the parties agreed to utilize a 48/96 hour schedule on a trial basis for twelve (12) consecutive months effective with the schedule that begins on January 1, 2018. It was further agreed that at any time if the City desires to abandon that schedule and return to the current schedule, it can do so at its own discretion without bargaining as long as it provides the employees with thirty (30) days' notice of its decision to change the schedule. Should the City cease to employ a 48/96 hour schedule, funeral leave as provided under Article 27 of the CBA shall increase from two (2) days to three (3) days.

It was further agreed that this side letter will be appended to contract for the parties' ease of reference subsequent to the contract's ratification.

Hopefully, the above is consistent with your understanding of the parties' agreement. If so, please execute below.

Sincerely,
CITY OF COLUMBIA

Kevin B. Hutchinson
Mayor

SO AGREED:

Patricia Rensing
FOR AFSCME, Council 31 & its Local 2817-2