

Agreement

Between

QComm911

And

American Federation of State, County, and Municipal
Employees

AFSCME

Council 31, AFL-CIO, Local 1234

This Agreement shall be effective January 1, 2022

Through December 31, 2024

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ARTICLE 1 PREAMBLE

This Agreement, entered into by QComm 911, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 1234, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees at QComm911 excluding supervisory, managerial, and confidential employees.

ARTICLE 3 UNION SECURITY CHECKOFF

Section 1. Deductions

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

Section 2. Union Orientations

During the first week of employment for all new employees, QComm911 shall conduct a new hire orientation. During the new-hire orientation, the Union may conduct a Union orientation for up to one (1) hour as part of that orientation. The Union orientation shall take place during the employees' regular work day, with no loss of pay to the employees involved.

Section 3. Employee Development and Training

Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining agreement, can help to facilitate the maximization of both quality and productivity. The Union may schedule up to one hour per year of such training. If QComm911 has scheduled such

training, the union training may, by mutual agreement, be scheduled in conjunction with such sessions. This training may take place during the employees' regular scheduled work day unless an emergency situation occurs.

Section 4. Employee Information

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, the Employer shall notify both Council 31 and the Local Union via electronic mail of all new persons hired into bargaining unit positions on or before the new employee(s) date of employment.

Section 5. Privacy

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, to an entity that is not a party to this Agreement. The Union and affected employee(s) shall be notified of any public disclosure request for information pertaining to the employee(s) at least forty eight (48) hours prior to the response of the Employer to the request. The Union and all affected employee(s) shall also be provided a copy of the public disclosure request.

Section 6. 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 4 UNION ACTIVITY DURING WORKING HOURS

Section 1. Grievance Investigation

The Union President or his/her designee and union steward (s) shall each be allowed time off with pay during working hours to investigate, process and attend grievance meetings concerning the administration of the contract. The Union President or his/her designee and the union steward (s) will be allowed additional time off without pay with approval of the respective supervisor. Such approval shall not be unreasonably denied. The Union representative shall give reasonable notice to the supervisor before taking the necessary time off. The supervisor shall not deny permission for time off unless an emergency work situation exists.

Section 2. Contract Negotiations

On any scheduled negotiations meeting date between the Union and the Employer, the Union negotiations team (three (3) member maximum + 2 AFSCME Representatives) will be allowed off work with pay two (2) hours prior to the starting time of the meeting to be fully prepared at the meeting.

Section 3. Union Bulletin Boards

The Employer shall provide bulletin boards for Union usage for the following subjects:

- A) Union recreational, social and related news bulletins.
- B) Notice of Union meetings.
- C) Union Elections.
- D) Official Union written material.

Prior to posting, the material shall be dated and initialed by the authorized Union Representative.

ARTICLE 5 HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch hour and breaks.

Section 2. Work Day

A workday shall be divided into three (3) eight (8) hour shifts, i.e., first, second and third, and which shift an employee is assigned to shall be determined by where the majority of hours in the employee's normal workday falls: first, 7:00 A.M. until 3:00 P.M.; second, 3:00 P.M. to 11:00 P.M.; third, 11:00 P.M. until 7:00 A.M. Shifts shall be assigned on the basis of bidding in April and October of each year and seniority shall govern in the case of conflicts among bidders

Section 3. Work Schedule

Work schedules showing the employee's shifts, work days, and hours shall be available at all times. Employees shall work 5 (five) on and 2 (two) off consecutively. Work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer, except that employees may trade shifts for an equal number of hours within a pay period, with the prior approval of management, or Shift Leads. Schedule changes or trades involving Shift Leads must be approved by the Deputy Director or the Director. The five (5) and two (2) rule shall be waived during a transition to a new schedule after shift bidding to accommodate such schedule changes. If the transition requires more than forty (40) hour in one work week, employees shall be paid the overtime rate for hours in excess of forty (40) in one (1) week. Mutually agreed upon training schedules may waive the five (5) and two (2) work schedule.

ARTICLE 6 OVERTIME

Section 1.

Full time non-probationary employees are eligible for overtime. Overtime shall be paid at time and one-half the regular hourly rate of pay and shall be paid for work under any of the following conditions. Overtime hours shall be calculated based upon paid time. All overtime shall be authorized by supervisory personnel.

Section 2.

All work performed in excess of eight (8) hours in any workday or work shift.

Section 3.

All work performed in excess of forty (40) hours in any workweek.

Section 4. Filling of Open Shifts

Non probationary full-time employees who normally perform the work shall be offered any open shifts by seniority with the least overtime hours worked.

Section 5.

Any employee called to work outside of his/her regularly scheduled shift, shall be paid call back pay. Call back pay is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled shift. Employees called back for a work assignment shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater, at one and one half times their regular rate of pay. Calculation of the time worked shall start at the time the employee reports to QComm911, or designated location.

Section 6.

If an employee is required to work overtime in conjunction with his/her regularly scheduled work shift, either before or after the shift, the employee shall be compensated at the time one and one half (1-1/2) rate for the hours worked outside of their regularly scheduled shift.

Section 7.

- a. Employees may be mandated to work overtime before or after their scheduled shift, as needed. This overtime may be posted on the bulletin board if known in advance, or last minute, for example, a sick call.
- b. For last minute overtime, the employer shall first seek available volunteers, by sending out a message to all employees. If no employee calls back to volunteer for the overtime, the equalization roster shall be consulted.
- c. The employee(s) with the least number of hours worked outside of their scheduled shift, shall be mandated to work the overtime, either before or after their scheduled shift.
- d. When an employee works any numbers of hours outside of their schedule shift, the number of hours worked shall be added to the equalization roster. In the case of an identical number of hours worked, the least senior employee shall be mandated.

- e. Number of hours shall not be added to the equalization roster for an employee who does not volunteer for overtime hours, whether posted in advance or last minute.
- f. An employee may work up to sixteen (16) hours voluntarily, but may not be mandated for more than twelve (12) consecutive hours.
- g. An eight (8) hour rest period is required for an employee, between the mandated hours and any regularly scheduled shift hours. A twelve (12) hour rest period will be observed (if at all possible) for an employee who has worked twelve (12) or more hours on the preceding shift before being mandated again.
- h. An employee will not be forced two (2) consecutive days unless all other employees on that shift are not eligible for mandated overtime hours for whatever reason. The employer will strive to find other options to avoid this if at all possible.
- i. On the first day of new shift bids, the equalization roster shall begin with zero (0) hours (twice annually). New hires shall be given the average number of hours for the group as a whole once released from probation. Additionally, an averaged number of hours shall be used after any extended consecutive employee absence such as duty disability or FMLA leave.
- j. When daylight savings time starts in the fall of each year, employees working that overnight shift will be paid one (1) hour of overtime to compensate for the nine (9) hours of work performed.

When daylight savings time ends in the spring, employees working the overnight shift may;

- a. Work seven (7) hours and take one (1) hour without pay, or,
- b. Work eight (8) hours, overlapping one (1) hour onto the adjacent shift, or,
- c. Take one (1) hour of accrued comp time, personal time, or vacation time, to make up the difference in pay.

Section 8.

Employees may accept compensatory time at the appropriate premium rate in lieu of cash payment. Such requests shall be made no later than the end of the workweek in which the overtime was earned. Such overtime accrued for compensatory time shall not accumulate to more than eighty (80) hours. The employee shall be allowed to use the compensatory time in one-half (1/2) hour increments, subject to the approval of the Director and/or Shift Lead. The manager and/or shift lead shall not unreasonably deny such requests; except that it would cause overtime. Once approved, comp time may not be cancelled except at the employee's discretion. Any accrued compensatory time shall be paid in cash upon termination of the then current rate.

ARTICLE 7 MEAL AND BREAK PERIODS

Section 1. Meal Periods

Employees will be permitted a ten (10) minute paid break in the first half of their shift, twenty (20) minute paid lunch period, and a ten (10) minute paid break in the last half of their shift. Break periods may be combined if Employee and Director and/or Shift Lead agree. Employees that are allowed lunch periods and breaks with pay are considered on duty. If minimum coverage is not available to allow for the employee to

take the breaks, they shall be paid for the missed break times at an additional half-time (1/2) rate. Employees may leave if minimum coverage exists during break periods.

For example: An Employee who misses forty (40) minutes of paid break time shall receive twenty (20) minutes of additional pay for the eight (8) hour shift.

An Employee who works an extended shift (before or after scheduled shift), shall be permitted an additional ten (10) minute paid break for every two (2) hours worked.

ARTICLE 8 LABOR/MANAGEMENT MEETINGS LABOR/MANAGEMENT COMMITTEE

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

The Union shall be represented by a maximum of three (3) bargaining unit employees and up to two (2) Council 31 representatives may attend. The Employer may be represented by no more than an equal number of representatives.

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

ARTICLE 9 NO STRIKE OR LOCKOUT

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

ARTICLE 10 SAFETY AND HEALTH

Section 1. General Duty

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

Section 2. Advanced Step Filing

Where the Union representative believes that a serious health and safety issue requires immediate attention, a grievance may be filed directly to Step two (2) of the grievance procedure.

Section 3. Unsafe Work

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

ARTICLE 11 DISCIPLINE

Section 1. Definition

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

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

Section 2. Manner of Discipline

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

Section 3. Pre-Disciplinary Meeting

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

Section 4. Notification of All Reprimands

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

Section 5. Notification and Measure of Disciplinary Action

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

Section 6. Investigatory Meeting

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

Section 7. Removal of Discipline

Any verbal or written reprimands shall be removed from an employee's record at the request of the Employee, if from date of the last reprimand, one year passes without the employee receiving any intervening disciplinary action. All suspensions, of five (5) days or less, shall be removed from an employee's record if twenty-four (24) months pass without an employee receiving any intervening disciplinary action. Suspensions greater than five (5) days shall be removed from an employee's record if forty-eight (48) months pass without an Employee receiving any intervening disciplinary action.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1.

Should any dispute arise between the Employer and Union, including but not limited to the interpretation, application or alleged violation of a provision of this Agreement, they shall be settled under the provisions of this Article.

Section 2.

Grievances shall be resolved in the following manner:

Step 1. The affected employees with a Union Representatives shall meet with the Director and present the grievance in writing within ten (10) calendar days after the employee has knowledge of the action giving rise to the grievance. The Director shall attempt to resolve the grievance and shall respond to the Union in writing within ten (10) calendar days.

Step 2. If the grievance is not resolved at Step 1, it may be submitted by the Union, to the Chair of the QComm911 Board within seven (7) calendar days after the Directors response is due. The Chair shall respond to the Union in writing within seven (7) calendar days.

Step 3. If the grievance is not resolved at Step 2, either party hereto may, within fifteen (15) calendar days after the response of the Chair of the QComm911 Board is due, by writing notice to the other party hereto, refer the pending grievance to arbitration. The request for a list of seven (7) arbitrators shall be referred to the Federal Mediation and Conciliation Service (FMCS) or its successor in function, for the selection of an arbitrator. The parties will strike arbitrators until one (1) arbitrator remains. The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved. Both parties shall share the arbitrator's fees and expenses equally.

Section 3.

The time limits specified in the preceding Section may be extended by agreement of both parties hereto.

ARTICLE 13 LAYOFF AND RECALL

Section 1. Procedure

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

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

Section 2. Recall

When the Employer determines to increase staffing in those classifications where employees have been laid off, laid off employees shall be recalled in accordance with the reverse application of the procedure for layoff. Employees who filled vacant positions or displaced other employees in lieu of being laid off, and laid off employees who filled vacant positions shall have the right to be recalled to their original positions. Recall rights shall extend for a period of forty-eight (48) months.

Section 3. Notice

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

ARTICLE 14 SENIORITY

Section 1. Definition

"Seniority" is defined as the amount of continuous service with the Employer beginning with the employee's latest date of hire. For employees hired prior to the opening of QComm911, "seniority" is defined as the amount of continuous service with their previous employers (City of Silvis, City of Moline,

City of East Moline, and Village of Milan). Seniority for part-time employees shall be prorated based upon the percentage of a full time work schedule.

Section 2. Loss of Seniority

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

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

An employee's seniority shall be frozen if approved by the QComm Board for an unpaid leave of absence. An employee appointed or promoted to any non-bargaining unit position in QCOMM, shall be entitled to be reinstated in the bargaining unit for a period of six months. Seniority shall be frozen up to the six month period.

ARTICLE 15 PERSONNEL FILES

Section 1. Employee Review

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

Section 2. Employee Notification

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

Section 3. Proper Information

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

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

Section 4. Construction of This Article

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

ARTICLE 16 INSURANCE

Section 1. Coverage

The Employer shall continue to make available to employees, retirees, and their dependents group health and hospitalization insurance. For the plan year beginning in 2023, Employee spouses who are offered insurance at work shall be required to be covered by their employer. Once spousal coverage begins with their prospective employer, QComm insurance will be secondary health insurance for the spouse if the employee elects to continue coverage for their spouse.

Effective January 1, 2020:

The United Health Care Choice Plus Plan (City of East Moline) health insurance plan includes \$350/\$700 deductibles for individual and family (out of network deductibles \$350/\$700). After the deductible is met, the employee pays 10% of the allowed charges (out of network employee pays 30%). The maximum out of pocket is \$1350/\$2700 (out of network maximum out of pocket \$1350/\$2700). For office/specialist visits and emergency room visits, the co-pay is 10% after the deductible. Preventative care is covered at 100%. Prescription drugs are \$6 generic \$18 brand name \$35 non-preferred brand. In Year 2, the prescription drug for non-preferred shall be \$50 and in Year 3, the prescription drug for non-preferred shall be \$60. Plan design is outlined in Appendix A.

The Employer reserves the right to change or offer alternative insurance carriers, including health maintenance organizations, or to self-insure as it deems appropriate, as long as the new or alternative coverage and benefits are substantially equal to those in effect during the current contract. The Employer must notify the Union in writing of any insurance modifications at least 60 days prior to the effective date of such modifications.

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

Section 2. Cost

The Employer will pay eighty percent (80%) of the health insurance premium. The Employee shall pay twenty percent (20%) of the health insurance premium.

The health insurance offered to QComm911 employees are identical to the offering by the City of East Moline except the retiree insurance rate and eligibility. The Employer shall make health insurance available (at the same cost to current employees for single and a 50% contribution for family) to retiring employees and their spouse if the employee has 20 years of seniority and is at least 55 years of age at the time of retirement. This insurance will be offered until the employee is eligible for an equivalent plan offered by a new employer, or an equivalent plan is available through a spouse, or is eligible for Medicare coverage. A retired employee may return to the QComm health insurance plan after leaving if coverage is lost.

Section 3. Insurance Advisory Committee

The parties agree to establish an Insurance Advisory Committee, comprised of members of management and the bargaining unit, to study insurance coverage and benefits. The committee shall be advisory only and will make recommendations to the QComm911 Board and to the union.

Section 4. Optical Program

The Employer shall pay eighty percent (80%) of the vision insurance premium. The plan design includes exams at a cost of ten percent (10%) to the Employee. Frames and lenses shall include a twenty five dollar (\$25.00) copay. Exams and lenses are available once every twelve (12) months. Frames are available once every twenty-four (24) months (\$130 allowance). Preferred pricing applies on designed frames, lenses, and lens options.

Section 5. Dental Program

The Employer shall pay eighty percent (80%) of the dental insurance premiums. The plan design includes a \$25 per person deductible with a \$75 maximum per family. No deductibles on preventative services including x-rays, cleanings, and exams. Employees are responsible for twenty percent (20%) of the cost of basic services (fillings, simple extractions, etc.) and fifty percent (50%) for major services (oral surgery, root canal, crowns, etc.). Employees shall have a one thousand dollar (\$1,000) annual maximum cost for Year 1 (2022). Employees shall have a one thousand two hundred fifty dollar (\$1,250) annual maximum cost for Year 2 (2023). Employees shall have a one thousand five hundred dollar (\$1,500) annual maximum cost for Year 3 (2024). Employee costs for orthodontics are fifty percent (50%) to a lifetime maximum of one thousand dollars (\$1,000) for Year 1 (2022). Orthodontic lifetime maximum in Year 2 (2023) is one thousand two hundred fifty dollars (\$1,250). Orthodontic lifetime maximum in Year 3 (2024) is one thousand five hundred dollars (\$1,500).

Section 6. Life Insurance

All employees covered under this Agreement, as well as qualified retirees, shall be provided with a term life insurance policy from the Employer in the amount of \$25,000 dollars. Additional insurance may be purchased at the employee's expense.

Retired employee term life dollar amounts shall be reduced at age 65, age 70, and terminated at 75 years of age. The employer shall pay the cost of this plan.

ARTICLE 17 HOLIDAYS

Section 1. Holidays

The Employer shall observe the following 11 days:

New Year's Day

Easter Sunday

Memorial Day

Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Last Day of the Year

The holiday shall commence at 0700.

Section 2. Holiday Payment for Days Worked

An Employee whose regularly scheduled shift falls on an observed holiday, shall be paid their regular rate of pay, plus one-half (1/2) times their regular rate of pay, for all time worked on a holiday.

Section 3. Holiday Time Earned

Employees shall receive eleven (11) holidays on January 1st of each year, earned from the preceding year. New employees shall earn a holiday as the holiday passes, from their date of hire to the end of the year. This accrual will be deposited on January 1st, and will be available for use after the employee completes the probationary period. Upon resignation, termination, retirement, or death, employees shall be paid for all holidays earned.

Holiday hours must be used in the same year they are deposited.

An Employee shall not be unreasonably denied the use of holiday time. After the annual vacation request period is finished, any remaining time off requests will be handled on a first come/first served basis, no more than ninety (90) days in advance of the date being requested, not including the current date.

ARTICLE 18 VACATION

Section 1. Accrual

Tier 1. Accrual for Employees hired *on or before the 2019 contract ratification/arbitration:*

For those employees with one (1) year or less of continuous employment, the accrual shall equal forty (40) hours per year (1.539 hours accrued per pay period).

For those employees with more than one (1) year but less than five (5) years of continuous employment, the accrual shall equal eighty (80) hours per year (3.077 hours accrued per pay period)

For those employees with five (5) years but less than ten (10) years of continuous employment, the accrual shall equal one hundred twenty (120) hours per year (4.616 hours accrued per pay period).

For those employees with ten (10) years but less than eighteen (18) years of continuous employment, the accrual shall equal one hundred sixty (160) hours per year (6.154 hours per pay period).

For those employees with eighteen (18) years or more of continuous employment, the accrual shall equal two hundred (200) hours per year (7.693 hours accrued per pay period).

~~Upon ratification/arbitration, employees shall receive a deposit of vacation time that equals the amount of the difference between the amounts listed above and the amount already earned by the employee for the year 2019.~~

All employees hired from the City of Moline, the City of East Moline, the City of Silvis, and the Village of Milan will use their seniority date on record with QComm911 for vacation/benefit accrual purposes.

Tier 2. Accrual for Employees hired *after the 2019 contract ratification/arbitration*:

For those employees with one (1) year or less of continuous employment, the accrual shall equal forty (40) hours per year (1.539 hours accrued per pay period).

For those employees with more than one (1) year but less than seven (7) years of continuous employment, the accrual shall equal eighty (80) hours per year (3.077 hours accrued per pay period)

For those employees with seven (7) years but less than fifteen (15) years of continuous employment, the accrual shall equal one hundred twenty (120) hours per year (4.616 hours accrued per pay period).

For those employees with fifteen (15) years but less than twenty-five (25) years of continuous employment, the accrual shall equal one hundred sixty (160) hours per year (6.154 hours per pay period).

For those employees with twenty-five (25) years or more of continuous employment, the accrual shall equal two hundred. (200) hours per year (7.693 hours accrued per pay period).

All employee vacation balances shall not exceed accrual up to an amount equal to eighteen (18) months.

Section 2. Use

Vacation time may be taken in increments of one-half hour.

Section 3. Vacation Schedules

Vacation shall be scheduled as requested by the employee, and approved by the Employer.

Section 4. Annual Vacation Request

Annual vacation sign up will be held in January of each year after April shift picks according to Article 5 (2) for requests from March 1 to February 28 (of the following year). Annual vacation requests will be scheduled in order of seniority on the shift.

An employee may request up to two (2) weeks for their first pick vacation, per shift. The employer will cover first pick vacations with mandatory overtime, if needed. Approved vacation time shall be honored. Holiday time may be used for the first pick vacation requests.

After the annual vacation request period is finished, any remaining time off requests (until February 28 of the following year) will be handled on a first come/ first served basis, no more than ninety (90) days in advance of the date being requested, not counting the current date. If two requests are submitted at the same time, seniority will take precedent. Requests may be made and approved during evenings and weekends by calling the senior employee at the facility.

Vacation requests shall not be unreasonably denied.

Section 5. Payment in Lieu of Vacation

Upon resignation, termination, retirement, or death, employees shall be paid for all vacation time earned.

ARTICLE 19 SICK LEAVE

Section 1.

All employees shall accumulate paid sick leave at the rate of eight (8) hours for each month's service, accrued on the first day of the month. Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist or other professional medical practitioner, and in the event of illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner, or a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of one-half hour.

Employees shall call into the facility (recorded line to a console) at least one (1) hour prior to the start of their shift for sick call offs.

Section 2. Use of Sick Leave

Accumulated sick leave may be taken for the employee's sickness or injury or for that of a dependent member of the employee's household or for medical, dental or ocular treatment or examination of the employee or of a dependents member of the employee's household or for emergency situations involving eight (8) hours or less depending on the employee's scheduled shift.

Section 3. Abuse

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

Section 4. Retirement

- An employee must meet the IMRF eligibility for retirement.

- An Employee may apply accrued sick leave for IMRF credible service, to the extent allowed by law.
- Amounts not applied for IMRF credible service may be redeemed at up to fifty percent (50%) of the amount not credited to IMRF, not to exceed 960 hours (480 maximum payout).

ARTICLE 20 FAMILY AND MEDICAL LEAVE ACT OF 1993

Employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act of 1993.

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

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

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

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

Employees shall be required to first use sick time then use vacation time for the first two (2) days of consecutive FMLA leave. On the third day and any following days of consecutive FMLA leave, employees may elect to substitute unpaid leave in addition to any paid leave for which the employee may be eligible.

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

ARTICLE 21 BEREAVEMENT PAY

When a death occurs in a full-time employee’s immediate family the employee shall be granted a paid leave of absence (consecutive work days) in accordance with the following schedule. The employee shall provide an obituary or other reasonable proof to their manager within three (3) days of returning to work.

One Day Paid Leave

Great Grandparent or great grandparent by marriage, great grandchildren, niece or nephew, aunt or uncle

Two (2) Days Paid Leave
Step-siblings and step-in-law mother, and step-in-law father

Three (3) Days Paid Leave
Brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent and grandparent-in-law, grandchildren

Four (4) Days Paid Leave
Spouse, children, and stepchildren if the employee is currently married to the parent of the stepchild, employee's parents or legal guardian.

Upon request of an employee, the Director may grant an extension of bereavement leave, but any such additional leave shall be charged against the employee's sick leave and shall not exceed an additional two (2) days.

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

ARTICLE 22 LEAVES OF ABSENCE

Section 1. Personal Days

January 1 of each year all employees shall be given thirty-two (32) hours of personal leave time. Personal leave hours are provided to the employee to protect income in the event of personal business. Requests for personal leave shall be in one-half (1/2) hour increments and shall not be unreasonably denied.

New employees shall accrue personal time based on when they are hired in the calendar year.

1. If employee is hired within the first quarter of the year, they receive 32 hours of personal time upon hire.
2. If employee is hired within the second quarter of the year, they receive 24 hours of personal time upon hire.
3. If employee is hired within the third quarter of the year, they receive 16 hours of personal time upon hire.
4. If employee is hired within the fourth quarter of the year, they receive 8 hours of personal time upon hire.

Section 2. Conferences/Training

Bargaining unit members may attend conventions, meetings, or affairs on behalf of the Employer after receiving the approval of the respective Director. Any expense for such attendance will be allowed also with the approval of the respective Director.

Section 3. Military Leave

All members of the bargaining unit who are members of the National Guard or Officer's Reserve Corps of the United State of America, or enlisted reserve who are ordered by proper authority to active military duty shall be entitled to leave of absence for a period of such active service without loss of status of time, and if such employees shall have been full-time service of the municipality for at least six (6) months immediately preceding the call to service, he/she shall receive a difference between his/her regular municipal pay and the lesser military pay for a period of fifteen(15) days of such military leave in the case of a reserve or national guard personnel. The length of time off for military leave may be extended if approval by the QComm911 Board. Employees will be granted military leave and reemployment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act, and all other applicable laws.

Section 4. Maternity Leave

In addition to other authorized leave time, the employer may grant an unpaid leave of absence for maternity leave. Employees shall retain seniority as though employed by the Employer during authorized leaves of absence.

Section 5. Union Leave

Local union representatives shall be allowed time off, not to exceed five (5) working days, without pay to attend State and International Conventions, and/or State and Local meetings/trainings/activities, provided that such representative gives reasonable notice to his/her supervisor, and provided that the leave does not cause any additional cost to the Employer, and the Employee absence shall not cause the Employer to incur overtime costs to replace the Employee.

Section 6. General Leave

The Employer may grant a leave of absence without pay, for a good and reasonable cause, as decided by the QComm911 Board in its discretion, not to exceed one (1) year. No accumulation of seniority would occur during this leave.

ARTICLE 23 JURY DUTIES

Section 1.

Any employee shall be excused from work on a work day on which he/she performs jury service. providing he/she gives prior notice to his /her supervisor, and makes a reasonable effort to report for work during regular working hours to perform as much of his/her regular work as he/she can do. Third shift employees may take jury duty leave the night before for each day required to be on jury duty. Employees relieved from jury duty with more than two (2) hours remaining on their shift shall return to work.

Section 2.

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

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

ARTICLE 24 VOTING

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

ARTICLE 25 VACANCIES

Section 1. Bid Notice

The Employer shall post a notice of position(s) on all bulletin boards. Said job notice bulletin(s) shall be posted for a period of five(5) working days.

Section 2. Procedures

When a job opening occurs, Employee(s) shall be given preference to bid upon the job opening, and award of the job shall be based upon qualifications and seniority within the bargaining unit. The Employer may, if no current employees in the bargaining unit apply for the open position, post a public notice of the open position. These procedures apply to the Communication Training Officer (CTO) and Emergency Communications Lead Dispatcher positions.

Section 3. Probationary Period

New hires are subject to nine (9) month probationary period. No matter concerning the discipline or termination of a probationary employee shall be subject to the grievance procedure and arbitration procedure of this agreement.

ARTICLE 26 WAGES

Section 1. Steps

Employees shall receive three percent (3%) annual increases each January 1st until their prospective wage rate meets or falls below the Appendix B QComm wage scale according to their years of service/steps. Once the employee wage rate meets or falls below the QComm wage scale, the employee will transition to the QComm wage scale according to Appendix B and shall proceed with increases on January 1 of each year as well as anniversary step increases. Step movement shall occur on anniversary dates.

The new hire wage shall be \$22.8913 for 2022 and 2023. For 2024, the new hire wage shall be \$23.3491. New hires that successfully complete the probationary period shall begin on the pay scale in Appendix B.

Section 2. Shift Differential Pay

Employees shall receive shift differential pay of an additional thirty five cents (.35) per hour when working second shift or third shift.

Section 3. Communications Training Officer (CTO)

A dispatcher assigned to train a new hire shall receive one and one-half (1 ½) hours of straight time pay for each eight (8) hour shift worked as a CTO. If an employee works at least two (2) hours as a CTO, the additional pay shall be prorated.

Section 4. Emergency Communications Lead Dispatcher

Retroactive to January 1, 2019, a dispatcher assigned to work as the Emergency Communications Lead Dispatcher, shall receive an additional \$200 each pay period.

Section 5. Longevity Increases

Any employee with seniority listed below shall receive an additional longevity amount in a lump sum payment on their anniversary date each year. For 2019, lump sum longevity shall be retroactive, if applicable, upon contract ratification/arbitration.

16 plus years - \$2,500 annually

ARTICLE 27 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.

QComm911 or its appointed board/agents shall not initiate any laws, ordinances or directives which would alter, subtract, change, add or affect this bargaining agreement.

ARTICLE 28 TERMINATION

Section 1. Term of Agreement

This Agreement shall be effective as of the first day of QComm911 operations, and shall remain in full force and effect until December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date.

Section 2. Signatures

For the Union:

Andie Elliott

Jeff Carr

Margie Gullett

Marga Spahel

For the Employer:

J. M. [unclear]

John D. [unclear]

[unclear]

Thomas [unclear]

Appendix A

Health Insurance Plan Design effective January 1, 2022

City of East Moline Medical Choice Plus Plan Highlights

BENEFIT	AVAILABLE AFTER	SUMMARY
Health & Hospitalization	Thirty (30) days of employment	Cost Per Month: 20% of Premium
		Deductible: \$0/Single \$0/Family (Per Year)
		Maximum out of Pocket: \$1359/Single \$2700/Family
		Co-Payment: 90/10 In-Network 70/30 Out of Network
		Hospital Payment: 90/10 In-Network 70/30 Out of Network
		Office/Specialist Visits: 90/10 In-Network 70/30 Out of Network
		Emergency Room: 90/10 In-Network 70/30 Our of Network
		Lifetime Plan Maximum: Unlimited
		Prescription: \$6 Generic \$18 Brand Name \$35 Non-Preferred Brand Name
		Smart 90 at Walgreens Pharmacy (90 day supply with 2 co-pays)
		Mail Order contact Express Scripts - \$12 generic \$36 Brand Name \$70 Non-Preferred Brand

- *Prescription costs for Non-preferred brand name shall increase to \$50 in 2023. Prescription costs for non-preferred brand name shall increase to \$60 in 2024.*

Appendix B QComm911 Pay Scale

QComm911						2022											
Probationary	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year	15 year	
	\$47,614	\$49,042	\$50,514	\$52,282	\$53,850	\$54,658	\$55,466	\$56,298	\$57,130	\$57,701	\$58,272	\$58,844	\$59,726	\$60,609	\$61,215	\$61,821	\$62,427
	\$22.8913	\$23.5780	\$24.2854	\$25.1354	\$25.8895	\$26.2778	\$26.6662	\$27.0662	\$27.4662	\$27.7409	\$28.0155	\$28.2902	\$28.7145	\$29.1388	\$29.4302	\$29.7216	\$30.0130
		3.00%	3.50%	3.00%	1.50%	1.48%	1.50%	1.48%	1.00%	0.99%	0.98%	1.50%	1.48%	1.00%	0.99%	0.98%	

QComm911						2023											
Probationary	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year	15 year	
	\$47,614	\$50,514	\$52,029	\$53,850	\$55,466	\$56,298	\$57,130	\$57,987	\$58,844	\$59,432	\$60,020	\$60,609	\$61,518	\$62,427	\$63,051	\$63,676	\$64,300
	\$22.8913	\$24.2854	\$25.0140	\$25.8895	\$26.6661	\$27.0662	\$27.4662	\$27.8782	\$28.2902	\$28.5731	\$28.8560	\$29.1389	\$29.5759	\$30.0130	\$30.3131	\$30.6132	\$30.9134
		3.00%	3.50%	3.00%	1.50%	1.48%	1.50%	1.48%	1.00%	0.99%	0.98%	1.50%	1.48%	1.00%	0.99%	0.98%	

QComm911						2024											
Probationary	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year	15 year	
	\$48,566.18	\$52,029	\$53,590	\$55,466	\$57,130	\$57,987	\$58,844	\$59,726	\$60,609	\$61,215	\$61,821	\$62,427	\$63,363	\$64,300	\$64,943	\$65,586	\$66,229
	\$23.3491	\$25.0139	\$25.7644	\$26.6661	\$27.4661	\$27.8781	\$28.2902	\$28.7145	\$29.1389	\$29.4303	\$29.7217	\$30.0131	\$30.4632	\$30.9134	\$31.2225	\$31.5316	\$31.8408
		3.00%	3.50%	3.00%	1.50%	1.48%	1.50%	1.48%	1.00%	0.99%	0.98%	1.50%	1.48%	1.00%	0.99%	0.98%	

Annual Salaries (2,080 hours) are shown only for the purposes of illustration.