

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, 2025

Through December 31, 2027

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ARTICLE 1 PREAMBLE

This Agreement, entered into by QComm911, 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, 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 – and 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 workday, 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 workday unless an emergency 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. Workday

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. Each employee shall have 3 calendar days to select their desired shift and day off. Shift picks will be put out at 2 weeks (14 days) before the 90-day time off request restriction.

Section 3. Work Schedule

Work schedules showing the employees' 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) hours 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.

Work schedules may change to rotating 12-hour shifts if mutually agreed between the Employer and the Union. Other related items in the contract may be changed as well upon mutual agreement.

ARTICLE 6 OVERTIME

Section 1.

Full time non-probationary employees are eligible for overtime. Probationary employees that have completed training and have been on the floor for 4 weeks working independently and based on management review and mutual agreement may work overtime hours and will be averaged into the overtime log. 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 work week.

Section 4. Filling of Open Shifts

Non probationary full-time employees, and probationary employees that have completed training, worked 4 weeks on the floor independently and based on management review and mutual agreement, 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 or signs up on the scheduling software 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. If an employee leaves immediately following a shift to return to work 2 hours later to work another 2 hours in lieu of being forced an additional 4 hours, it is still considered mandated hours.
- d. When an employee works any numbers of hours outside of their schedule shift and the overtime is available to all eligible employees, 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. An employee may work up to sixteen (16) hours voluntarily, but may not be mandated for more than twelve (12) consecutive hours.
- f. 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 or following shift before being mandated again.
- g. An employee will not be forced two (2) consecutive days/shifts unless all other employees on that shift are not eligible for mandated overtime hours for whatever reason. The employer will meet with the union to discuss options to avoid this if at all possible.
- h. 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 or once eligible as outlined in Article 6 Section 1. Additionally, an averaged number of hours shall be used after any extended consecutive employee absence such as duty disability or FMLA leave.
- i. 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 pay period 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 in the final payroll upon termination or separation at 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.

Breaks shall be taken on the shift that they are earned.

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 slowdowns. 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. The Union and the employee shall receive written notice of the investigation and shall receive notice of the conclusion of the investigation. An investigation will normally be finished within 30 days. If the investigation must exceed 30 days, the Union and the employee shall receive written justification for such an extension.

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 for the same offence. 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 for the same offence. 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 for the same offence.

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.

The 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 \$60 non-preferred brand.

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 Employer shall make health insurance available (at the same cost to current employees for single and a 50% contribution for single plus spouse, single plus kids, and family) to retiring employees if the employee has 20 years of seniority and is at least 55 years of age at the time of retirement. Employee single health coverage shall be made available to employees with 25 years of seniority under the age of 55 at the same cost to current employees upon separation. 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 Union shall be represented by a maximum of three (3) bargaining unit employees and up to two (2) Council 31 representatives may attend. 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 five hundred dollars (\$1,500) annual maximum cost. Employee costs for orthodontics are fifty percent (50%) to a lifetime maximum of 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 23:00 the day before the holiday.

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 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).

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.

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 two (2) hours 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 dependent's member of the employee's household or for emergency situations involving eight (8) hours or less depending on the employee's scheduled shift. Twenty-five percent (25%) of sick leave shall be paid out upon voluntary resignation.

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 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

Stepsiblings 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.

The Family Bereavement Leave Act (FBLA) entitles eligible employees up to 2 weeks (10 consecutive work days) of unpaid bereavement leave for the following: stillbirth, miscarriage, unsuccessful reproductive procedure, failed adoption match or unfinalized adoption agreement, failed surrogacy agreement, or diagnosis that negatively impacts pregnancy or fertility with a qualifying statement from a physician. Employees may use accrued time or take this leave unpaid.

Employees shall be allowed to take accrued time 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 forty (40) hours of personal leave time. 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 an employee is hired within the first quarter of the year, they receive 40 hours of personal time upon hire.
2. If an employee is hired within the second quarter of the year, they receive 32 hours of personal time upon hire.
3. If an employee is hired within the third quarter of the year, they receive 24 hours of personal time upon hire.
4. If an employee is hired within the fourth quarter of the year, they receive 16 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 shall be entitled to the benefits and protections of federal and state law with respect to eligible military leave provided said eligible employees complete their duties and responsibilities of notice of leave as return, as required by law.

Section 4. Parental Leave

Three (3) weeks of paid parental leave for the birth or adoption of a child. Parental leave shall be used consecutively during the child's first year.

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

Employees shall receive a nine percent (9%) increase effective January 1, 2025. Employees shall receive a 2.5% increase effective January 1, 2026, and a 2.5% increase effective January 1, 2027. Wage scales shall be adjusted on January 1, 2026, to increase the scale by 2.5%. Wage scales shall be adjusted on January 1, 2027, to increase the scale by 2.5%.

Section 1. Steps

Step movement shall occur on anniversary dates.

For new hires without applicable previous dispatch experience, the new hire wage shall be for \$27.26 in 2025, \$27.94 for 2026, and \$28.64 for 2027.

Lateral transfers. Employees working at another agency as a dispatcher at the time of hire shall be given service credit for each full year of qualified prior service up to a maximum of ten (10) years. In addition, service credit shall be given to new hires with 911 dispatch experience within the last five (5) years. If a new hire worked as a dispatcher within the last five (5) years, all their years of experience shall be granted service credit up to ten (10) years. New hires shall then follow the QComm pay scale for each additional year worked, receiving all negotiated wage and anniversary increases.

Section 2. Shift Differential Pay

Employees shall receive shift differential pay of an additional forty-five-cents (.45) 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) 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. Employees may, from time to time, be assigned to sit along with a new officer, fireman, or prospective new employee. Employees shall receive five dollars (\$5.00) for each hour assigned. The amount shall be prorated based on time spent. The dispatcher shall work with the Training Coordinator on the assignment.

Section 4. Emergency Communications Lead Dispatcher

A dispatcher assigned to work as the Emergency Communications Lead Dispatcher shall receive an additional \$250 each pay period.

Section 5. Training Coordinator

The position shall generally work five (5) eight (8) hour shifts Monday through Friday and shall work different shifts (first, second, and third) or a combination of shifts. To the greatest extent possible the Training Coordinator shall spend equal time on each shift. The Training Coordinator schedule shall be posted in the workplace. In addition, the Training Coordinator shall continue to be proficient in dispatch and shall work on the dispatch floor a minimum of three hours each week. The dispatch floor hours worked by the Training Coordinator shall not count in manpower/staffing. The Training Coordinator may plug in and work the floor only under necessary surge conditions. If plugging in for surge conditions, the time spent shall count towards the required three hours each week.

The Training Coordinator may fill open shift if no other employee volunteers. Additionally, Article 6 Section 7 shall not apply to this position. However, if the Training Coordinator must work multiple shifts in a given week, requests for adequate rest periods between shifts shall not be unnecessarily denied. The Training Coordinator will still be required to work forty hours in a week. The Training Coordinator who does not meet the expectations of the position shall be sent back to the dispatch floor.

The Training Coordinator position shall not be subject to the Annual Vacation Request.

The candidate hired as the Training Coordinator shall be allowed to return to the dispatch floor within six months after transferring for any reason. Additionally, the Employer may (within six months after transferring) transfer the employee back to the dispatch floor if the employee is not meeting expectations and position related work responsibilities.

The Training Coordinator shall continue to receive dispatch wages but shall also receive an additional \$340 each pay period. Hours worked on second and third shift shall be subject to shift differential pay. The Training Coordinator, upon transfer, shall be given six (6) months to complete the Quality Assurance Certificate.

Section 6. 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 - \$3000 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, 2027. 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:

Angela Gullette

Kerby Bahis

Vaneisha

For the Employer:

J. Libovitz

Mark Porhart

Frank Eiver

Brenda M. A.

Appendix A

QCOMM911 Plan Highlights

Cost per month	20% of Premium
Deductions per year	\$350 Single \$700 Family
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	\$15/\$70 70/30 out of network
Emergency Room	90/10 in network 70/30 out of network
Lifetime Maximum	unlimited
Prescription	\$6 Generic \$18 Brand Name \$60 Non-Preferred Brand Name Pharmacy 90-day supply with 2 co-pays Mail Order: Express Scripts 90-day supply with 2 co-pays

