

**COLLECTIVE BARGAINING
AGREEMENT**

between the

DANVILLE PUBLIC BUILDING COMMISSION

and the

COMMUNICATION WORKERS OF AMERICA

Effective Dates:

November 1, 2023 – October 31, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	AGREEMENT	1
2	RECOGNITION	1
3	LEAVE OF ABSENCE	2
4	NON-DISCRIMINATION	3
5	ABSENCE FOR UNION BUSINESS	3
6	WORK STOPPAGE	3
7	DISCIPLINE AND DISCHARGE	4
8	GRIEVANCE PROCESS	5
9	SENIORITY/LAYOFFS/RECALLS	6
10	WORK AND OVERTIME	8
11	HOLIDAYS	9
12	FUNERAL LEAVE	10
13	VACATION/EARNED TIME LEAVE	10
14	MISCELLANEOUS PROVISIONS	13
15	DUES DEDUCTION-PAYMENT OF CONTRIBUTIONS	14
16	PAYDAY	15
17	WAGES	15
18	INSURANCE	16
19	MANAGEMENT RIGHTS	17
20	MONITORING	19
21	SEPARABILITY AND SAVINGS CLAUSE	19
22	TERMINATION	19

PREAMBLE

The purpose of this Agreement and the intent of the parties hereto is to establish and promote mutual harmonious understandings and relationships between the Danville Public Building Commission, hereinafter “Employer,” and Communication Workers of America, Local 4818, hereinafter “Union,” to provide an orderly collective bargaining relationship, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement. In consideration of the mutual promises, covenants and understandings contained herein, the parties hereby, by their duty authorized representatives and/or agents, mutually covenant and agree as follows:

ARTICLE 1 AGREEMENT

THIS AGREEMENT is made and entered into effect November 1, 2023 by and between DANVILLE PUBLIC BUILDING COMMISSION, as to those employees covered under Article 2 (hereinafter referred to as the “Company,” the “Employer,” or “Management”) and COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as the “Union”).

ARTICLE 2 RECOGNITION

Section 2.1

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit, as provided in ILRB Case No. S-RC-20-054.

The bargaining unit shall be defined as follows:

Included: All full-time and regular part-time employees of the Danville Public Building Commission employed in its Vermilion County Emergency Communications Center in the title of Public Safety Telecommunicator.

Excluded: All other employees of the Danville Public Building Commission.

“Regular part-time employees” shall include those employees who are scheduled to work at least once during each consecutive pay period for six consecutive pay periods. Regular part-time employees shall receive wages as prescribed in this Agreement, but excluding paid leave. Regular part-time employees will be covered by the other provisions in this agreement.

Section 2.2 Probationary Period

All new employees shall serve a probationary period of twelve (12) months. During the probationary period, the employees may be discharged with or without cause and without further recourse under any of the grievance provisions of this contract. The Union President shall receive fourteen (14) days’ prior

notice of intent to terminate a probationary employee. The Employer may not discharge or discriminate against an employee in violation of the law. Upon completion of the twelve (12) months probationary period, the employees shall be granted seniority from his or her most recent date of hire. Benefits for vacation begin to accrue at the date of employment, however benefits for vacation may not be used until the-completion of one year of employment, however, an employee scheduled to complete the probationary period during the time period for a vacation signup may participate in the signup. Benefits for holidays will begin to accrue at the date of employment. Benefits for sick leave will begin to accrue at the date of employment and prorated for the first month of employment, however benefits for sick leave will not be posted until the last day of each month, and therefore may not be used until the completion of the first month of employment.

Section 2.3 Stewards

The local Union shall retain the right to appoint Union Stewards to represent the employees in the bargaining unit. The Employer shall be notified in writing by the Union to the identity of the Stewards. The Employer shall be notified in a like manner of any change of the Stewards. Stewards are expected to engage in Union work outside of their work hours.

ARTICLE 3 LEAVE OF ABSENCE

The Employer recognizes that a leave of absence from active employment may be necessary for family or medical reasons.

A. Military Leave

The Employer will comply with applicable federal, state and local laws concerning Military leaves of absence.

B. Other Leaves

Employees may be granted a leave of absence for personal reasons for up to twelve (12) months, without pay, with the approval of the Executive Director.

Health care benefits for eligible employees shall be maintained during a leave without pay if employee pays all of the cost. Vacation and sick leave shall not accrue, nor other leaves of absence be available to an employee, while on leave without pay. Employees on a personal leave of absence are entitled to vacation benefits, sick leave benefits, and all other benefits of full-time employees upon their return to work.

In order to be granted a leave of absence, the employee must submit a written request to the Executive Director and Department Head and must include the anticipated beginning and ending dates of the leave and the specific reason or reasons for the leave.

**ARTICLE 4
NON-DISCRIMINATION**

Section 4.1 Equal Employment Opportunity

The Employer agrees to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 4.2 Non-Discrimination

The Employer shall not discriminate against employees, and employment-related decisions will be based upon qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin of the employees; as required under applicable state or federal laws, statutes, rules or regulations, nor shall the Employer or the Union discriminate against employees as a result of activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. The Union agrees to comply with all applicable laws. Claims of discrimination shall be resolved through the appropriate state and/or federal agencies and courts and shall not be processed through the grievance procedure of this Agreement.

Section 4.3 Use of Masculine Pronoun.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**ARTICLE 5
ABSENCE FOR UNION BUSINESS**

Section 5.1 Notice

The Company agrees to grant time off without pay to a Union Steward in order to transact business for the Union, provided that the Union President has given sixty (60) days' advance notice of such planned absence from work for Union training. If employee is an elected official or Union administrator, they can be out for any reason to conduct business on behalf of CWA Local 4818 as needed. Such Union absences shall not be considered a leave of absence, as defined in Article 3 of this collective bargaining agreement.

**ARTICLE 6
WORK STOPPAGE**

Section 6.1 Strike and Lockout Prohibited

Neither the Union nor any of its officers, employees, or agents will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

Section 6.2 Union Action

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1 of this Article, the Union shall immediately order such members in writing to cease the offending conduct. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to assure the members return to work or discontinue the violation as promptly as possible.

ARTICLE 7 DISCIPLINE AND DISCHARGE

Section 7.1 Discipline Defined/Just Cause Standard

No non-probationary employee covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner or separated without just cause. The parties agree with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the foregoing and the severity of the offense: verbal reprimand, written reprimand, suspension with pay, suspensions without pay and discharge.

Disciplinary action shall be imposed promptly after the Employer becomes aware of the event or action that gave rise to the discipline and has a reasonable period of time to investigate the matter. An employee may be relieved of duty pending any hearing or the imposition of discipline. Any employee so relieved shall receive all ordinary pay and benefits as if they were working, unless suspended pending termination which will be without pay. In the event an employee is suspended without pay and the disciplinary action is ultimately resolved in favor of the employee, based on the final decision pay and benefits withheld will be paid to the employee on the next scheduled payday.

Section 7.2 Representation During Investigation

Employees shall have the right to be represented by a Union representative at any meeting, including any interview, inquiry, questioning or interrogation, that the employee reasonably believes the result of such meeting could lead to the discipline of the employee.

Section 7.3 Limitation

The agreement to use progressive disciplinary action does not prohibit the Employer from using a more severe measure when the circumstances warrant it. Discharge may be used when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of the employee in some way detrimental to the Employer or the public. Notification of oral warnings and written warnings shall not be considered for purposes of progressive discipline beyond twelve (12) months from the date of the issuance of the oral or written warning if no further oral or written warnings are given during the twelve (12) month period. Suspensions will be considered for three (3) years for purposes of progressive discipline.

Section 7.4 Written Notice

Employees shall be notified of all disciplinary action in writing within fourteen (14) days, except for unusual scheduling circumstances of the infraction or the Employer becoming aware of the occurrence leading to the reprimand, whichever is later: The notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. Disciplinary action may be given to the employee in person and in writing dated and initial received by employee in writing or via electronic mail. Any disciplinary action imposed upon an employee by the Employer may be appealed through the grievance and arbitration provisions of this Agreement. A courtesy copy of such written notice shall be forwarded to the Union President. Counseling an employee is not considered discipline.

Section 7.5 Manner of Handling Grievance

Grievances that arise as a result of disciplinary action taken by the Employer as provided for in this Article shall be subject to the procedure set forth in Article 8 - Dispute Resolution and Grievance Procedure.

Section 7.6 Removal of Discipline

Discipline shall remain in the employee's file forever, unless totally overturned through the grievance process.

ARTICLE 8 GRIEVANCE PROCESS

Section 8.1 Definition

A grievance is defined as any disagreement between the Union or an employee and the Employer over the interpretation or application of any provisions of this Agreement.

Section 8.2 Grievance Steps

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1: Director. If the issue is not settled in the informal process and the employee wishes to appeal the grievance, it shall be submitted to the Director within fourteen (14) business days after receipt of the answer of the informal process. A grievance meeting relating to all or a substantial number of employees or the Union's own interest or rights with the employer may be initiated at Step 1 by a Union representative. The Director shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Director shall provide a written answer to the grievant and the Union within ten (10) business days following the meeting.

Step 2: Executive Director. If the grievance is not settled at Step 1 and the employee or the Union wishes to appeal the grievance to Step 2, it shall be submitted in writing to the Executive Director within five (5) business days after receipt of the Director's answer to Step 1. Thereafter, the

Executive Director shall meet with the grievant and a Union representative within fifteen (15) business days of receipt of the appeal. The Executive Director shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the employee or the Union wishes to appeal the grievance to Step 3, it shall be submitted in writing to the Board of Commissioners within five (5) business days after receipt of the Executive Director's answer to Step 2. Thereafter the Board of Commissioners shall meet with the grievant and a Union representative within fifteen (15) business days of receipt of the appeal. The Board of Commissioners shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

Step 4: Arbitration. If the grievance is not settled in Step 3, and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration described below within fifteen (15) business days of the receipt of the Board's answer provided to the Union at Step 3.

- A. In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those residing within 100 miles of the City of Danville. Both the Employer and the Union shall have the right to reject one panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The Employer and Union shall alternatively strike names from the panel. The order of striking names shall be determined by a coin toss with the losing party striking the first, third and fifth names. The remaining person shall be the arbitrator.
- B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and Employer Representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

ARTICLE 9 SENIORITY/ LAYOFFS / RECALLS

Section 9.1 Lay-Off Notice

Where there is an impending lay-off with respect to employees in the bargaining unit, the Employer shall inform the Union local president in writing no later than sixty (60) days prior to such lay-off, and layoffs may be initiated by the Employer only (1) where there are insufficient funds to pay employees in the bargaining unit. The Employer's determination of the sufficiency of funds shall be final; or (2) where there is to be a reduction in force that is reasonably contemplated to extend for six (6) months or more. The Employer will provide the Union with the names of the employees to be laid off prior to the lay-off. Probationary employees, temporary and part-time employees who perform duties normally performed by an employee in the bargaining unit shall be laid off first, then employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority shall be laid off first. All employees shall receive notice in writing of the lay-off at least forty-five (45) days in advance of the effective date of such layoffs.

No employee or contractor will be hired to perform those duties normally performed by an employee in the bargaining unit while any other employee of the bargaining unit is on lay-off status.

Any employee who has been laid-off shall be placed on the reinstatement list and shall be recalled on the basis of seniority; with the last employee laid-off being the first employee recalled. The provisions of this paragraph shall be applicable for a period of one (1) year only, commencing with the date of the layoff.

Seniority shall be defined as follows:

“Seniority” shall mean the length of continuous full-time service or employment with the Employer. Seniority shall be used for the accumulation of accrued benefits; i.e. vacation and sick leave, work schedules and placement of employees in any wage longevity schedule.

The Employer shall prepare a list setting forth the seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

An employee shall have his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause (probationary without cause); or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- (d) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (e) does not return to work within seven (7) days after being notified of a recall from layoff; or
- (f) if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (g) retires.

All newly hired employees shall serve a probationary period as defined in Article 2, Section 2.2, from their date of hire. Probationary employees will receive such contractual benefits not restricted from them during their probation period. Upon completion of the probationary period, employees will be given seniority back to their date of hire. The layoff, discipline or termination of a probationary employee shall not be subject to the grievance and arbitration procedure of this Agreement.

An employee requesting time off for a holiday may do so at any time within sixty (60) days of the date of the holiday. If the request is consistent with the staffing needs, request for leave on the holiday will be granted in the order the request(s) is/are received. If two employees on the same shift provide requests during the same calendar day, the employee with more seniority will have the request approved.

Section 9.2 Bidding

- (A) All new or vacated existing positions within the bargaining unit will be offered by seniority.
- (B) No employee shall be discriminated against for making application to any vacant or new position within any department of the Employer.

Section 9.3 Recalls

Employees shall retain rights for twelve (12) months. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled by seniority.

Employees who are eligible for recall shall be given notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on lay off to provide the Employer with his latest mailing address. The employee must notify the Employer within ten (10) working days after mailing of the notice whether the employee will accept recall.

No new employees or contractors will be hired until the provision of this Section has been fulfilled.

Section 9.4 Service Bridging

If an employee who separates from the employer (either voluntarily or involuntarily) is rehired, the employee will be required to complete a probationary period consistent with Section 2.2 of this Agreement. The employer may shorten the probationary period for returning employees. During that probationary period, the newly hired employee will not have any seniority rights. If the employee successfully completes probation, he will have his seniority calculated on the rehire date.

ARTICLE 10 WORK AND OVERTIME

Section 10.1 Overtime

Employer will post an overtime list consisting of the annual overtime hours to date worked by each member of the bargaining unit and this list will be posted every pay date. Employer will distribute overtime (scheduled and non-scheduled) as fairly and equally as is practical among employees. The Employer will post the following month's overtime availability by the 1st of the preceding month, allowing employees to volunteer for available overtime by the 12th. Two successive rounds of voluntary overtime will be offered, and priority shall allow for the selection of one shift; then to part-time employees before resetting for the second round to be selected in the same method as the first. The schedule will then be posted with both volunteered and forced overtime by the 13th and will be locked in by the 20th allowing those forced to do schedule swaps if needed. Employer will assign mandatory overtime to employees beginning with the employee with the least overtime provided that the mandatory overtime will not be scheduled to an employee if it would result in an unreasonable or unsafe continuation of an employee's work day.

Overtime will be paid at a rate of one and one-half times the regular hourly wage for all hours worked beyond 40 hours in a given work week. "Hours worked" for purposes of calculating overtime will include all paid, except sick leave and personal leave under ETL. (Personal leave used as a portion of a vacation leave shall be considered hours worked.)

Section 10.2 Shift Selection

Work schedules for the eight hour shifts will be bid as soon as practicable, by seniority. The Employer shall allow separate shift selection by classification for PST I, PST II, and PST III such that senior employees may be spread throughout the three shifts. Likewise, during those time periods when 12 hour shifts remain in place, shift selection shall be conducted by seniority when a change in overall schedule is made. The Employer may schedule the selection process such that more senior employees are assigned to each shift.

Section 10.3 Daylight Savings Time

On the night the change is made from Standard Time to Daylight Savings Time, no deduction in pay shall be made for employees whose actual hours of work are reduced by one (1) hour, if any employee elects to stay an additional hour.

On the night the change is made from Daylight Savings Time to Standard Time, an employee working that shift will be paid for the additional hour of pay in accordance with section of Overtime and Premium Pay.

ARTICLE 11 HOLIDAYS

Section 11.1 Designated Holidays

The following ten (10) days will be recognized as designated holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Day

Section 11.2 Holiday Compensation

If an employee is not scheduled to work at any time during a designated holiday, they shall receive an additional 8 hours' straight time pay during the pay cycle in which the designated holiday falls. The 8 hour holiday payment is paid at straight time and not considered hours worked for purposes of calculating overtime during any payroll week. When an employee's scheduled shift begins on the designated holiday, he will be paid two times the regular hourly rate for the entire shift and receive the holiday pay at straight time. Employees who are not scheduled to work but are called into work on a non-voluntary basis will be

paid double pay for those hours worked during the designated holiday regardless of the total number of hours worked during that payroll week.

ARTICLE 12 FUNERAL LEAVE

Section 12.1 Funeral Leave

Upon request, an employee who is absent due to the death of a relative, as listed below, will be provided paid leave up to a maximum of three (3) scheduled work shifts beginning the day of death through the day after the funeral. Employees shall receive paid leave only for dates on which they were scheduled to work. For purposes of this section, a relative is considered to be a spouse or legally recognized partner, child, stepchild, parent, stepparent, legal guardian, grandparent, grandparent-in-law, grandchild, current father-in-law, or current mother-in-law.

ARTICLE 13 VACATION/EARNED TIME LEAVE

Section 13.1 Vacation Eligibility

All full time employees shall be eligible to earn annual vacation leave as follows:

1. Employees who have completed one (1) year but less than five (5) years of service shall be eligible for eighty-four (84) hours of vacation.
2. Employees who have completed five (5) years but less than ten (10) years of service shall be eligible for one hundred twenty (120) hours of vacation.
3. Employees who have completed ten (10) years or more of service shall be eligible for one hundred sixty-eight (168) hours of vacation.
4. Should the Employer change shifts to eight (8) hours for the calendar year, then the number of hours available in vacation shall be set as follows: 1-5 years (80 hrs./year), 5-10 years (120 hrs./year), and 10 years or more (160 hrs./year).

Vacation leave is granted annually on January 1 and is earned in the previous work year.

Section 13.2 Vacation Selection

Employees will be given priority based on seniority if they schedule vacation prior to December 31, for the successive calendar year. Employees who opt to not schedule vacation and/or ETL days during the bidding process will be able to select available days during the year with 60 days advanced notice to Director and those available days will be on a first come first serve basis. If less than 60 days notice is provided, Employer can backfill with Part-time employees first.

FIRST PASS - Each operator will choose up to 48 hours. This can be separated in no less than 2 day (24 hr) increments. On the first pass, keep the schedule for one day and pass on to the next person in the order of seniority. You must be specific in the date range desired, and indicate how many vacation hours to be applied.

Example: if you would like 01/01 and 01/02 as vacation you would put your initials in the two boxes with the number of hours you are requesting to use: CL 24 hrs.

Sign off on the sheet for first pass. If the next person is on their day off, you must make a call to let them know it is available. Do not be the one who holds up the vacation calendar.

SECOND PASS - Each operator may choose the remainder of their vacation time available. On the second pass, you may keep the schedule for one day and pass it on to the next person. If that person is on their day off, you must make a call to let them know it is available. Sign off on the sheet for second pass. Do not be the one who holds up the vacation calendar.

At the end of the 2nd pass, the calendar and the requests will go to the respective Supervisor to make any corrections if necessary. Supervisors will need to schedule to meet with me to review and approve all vacation requests.

THIRD PASS - After Supervisors have checked all vacation requests, the schedule will be passed for a third round. This will be for any ETL hours you are requesting for the year 40 hours maximum can be requested at the beginning of the year. OR one may wait and choose 'as needed.'

If you are short hours to cover shift you have requested, you must have a means to cover the entire shift. Example: if you have 7 hours vacation then you will need to fill 5 hours by using trade or comp time. It is the responsibility of the employee to ensure they have the adequate hours covered. The day will not be granted if you do not have enough time or means to cover the total hours, and can be cancelled at that time.

If you are requesting a holiday in lieu of pay in conjunction with your vacation, you do NOT need to mark the holiday on the calendar as an extra day, simply mark your request as such.

Section 13.3 Probationary Employees

Newly hired employees hired by the Company are not allowed to use vacation leave during the first twelve (12) months of employment. Between the date of hire and the following January 1, employees will earn vacation leave on a prorata basis based on the percentage of the year in which the employee was employed. At the time of the employee's first work anniversary date until the end of that current year, the employee may take those vacation hours earned in the previous year. Those hours not taken by December 31 of that current year will be paid with the final paycheck for that calendar year.

Section 13.4 Vacation Progression Steps

An employee will progress to the next step of vacation allotment on January 1 of the year in which they have their anniversary to the extent that such anniversary causes the employee to be eligible for additional vacation time pursuant to Section 13.1 above.

Section 13.5 Vacation Carryover

Any unused vacation time will be paid in the final paycheck of the work year. Any employee who has a scheduled vacation cancelled or requested by Employer during a year may carry over the unused vacation days during the first ninety (90) days of the new year or accept pay for those hours or days. The decision on whether to select the carryover or pay option must be made on or before the last working day of the payroll period for which the final payroll check for the year is issued. (This would typically be the Saturday before the final paycheck is issued the following Friday.)

Section 13.6 Earned Time Leave

In addition to vacation leave, employees are granted eighty (80) hours of Earned Time Leave (ETL) per year. The ETL is earned during the calendar year preceding the year in which the leave can be taken. Those employees who have not been employed for an entire year will be provided a prorated amount of ETL on January 1 of the year beginning after the completion of the employee's first partial year.

Forty (40) hours of ETL may be taken as vacation leave. If the employee desires to take that time as vacation, they must notify their supervisor prior to January 31 of the year. (The employee need not choose the specific dates of vacation exercised here prior to January 31, however.)

An employee may also use ETL as personal leave by providing 48 hours' notice to his supervisor or Department Head. The personal leave may be granted after determining that the employee's absence would not cause an unnecessary burden or expense to that department.

If an employee has not used forty (40) hours for either vacation or personal leave time during the year, they may be paid straight time pay for up to forty (40) hours of the unused ETL. This payment shall be included in the last paycheck for the calendar year.

The employee may also use ETL hours for sick leave by submitting to their supervisor a written statement from a doctor, physician, chiropractor, nurse or other healthcare providers, under the following circumstances:

1. Where the employee has been absent two or more consecutive work days due to a claimed personal injury or illness;
2. Where the employee has been absent from work due to a claimed personal injury or illness on a holiday or on a day immediately following or immediately before a paid holiday; or
3. Where the employee's supervisor demands such a written statement based upon a good faith opinion or belief that a pattern of unauthorized absenteeism exists or is developing with the employee.

An employee may also use personal ETL for absences due to illness, injury, or medical appointment of the employee's child, spouse, domestic partner, parent, or in-law for reasonable periods of time as the employee's attendance may be necessary. Under such circumstances, Employer may require a written statement from a medical professional.

Those ETL hours not used for vacation, personal leave, or sick time by the end of the year, may be added to the employee's sick leave bank to a total of four hundred eighty (480) hours. This bank of time can be used for paid leave only under the terms of sick leave as provided above. In addition, an employee may accumulate sick leave days in excess of sixty (60) days to a maximum of nineteen hundred twenty (1920) hours to be credited to an employee's length of service under IMRF and for no other purpose. Any crediting of such sick days in excess of four hundred eighty (480) hours shall be subject to IMRF rules and regulations.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.1 Safety and Health Rules

The Employer may institute reasonable rules and regulations pertaining to the safety and health of the employees. The Employer will make available to all bargaining unit employees and pay for any inoculation or immunization shots necessary for the safety and wellbeing of the Employees as it relates to their job duties and employees agree to execute a release releasing the Employer from any liability for side effects of the inoculation or immunization shots that they request on a voluntary basis. The Employer will also pay for any required classes, physicals or certifications required to perform duties.

Section 14.2 Shift Exchange

Employees may change shifts among themselves. Shift exchanges cannot create overtime and must be approved by the Director or his designee and no shift exchanges may be made if the Employer cannot maintain what they believe is a safe minimum manning on each shift. When a shift exchange is done, both employees involved in exchange will sign an accountability form with the Director stating that the employee that is taking the shift of the originally scheduled employee will be disciplined if they do not show for the scheduled shift and not the originally scheduled employee. The employee listed to work the scheduled shift shall receive the compensation for the time as scheduled. The party "exchanging" shall relinquish any right or claim to compensation.

Section 14.3 Bulletin Boards

The Employer shall provide designated space on available bulletin boards or provide a bulletin board for the use of the Union in a convenient location accessible to employees.

Section 14.4 Compensation at Termination of Employment

Any employee whose employment is terminated for any reason shall be paid for all accrued-time and benefits as provided for under the Wage Payment and Collection Act for "final compensation."

Section 14.5 Travel Expense

Request for travel expense funds for official Danville Public Building Commission business, special education or training shall be submitted to the Director for approval on an authorized form obtainable from the Director's office, except, due to an immediate need, the Director may approve such travel expense funds. Upon such approval, the Employer shall make payment. All expenses incurred for official Danville Public Building Commission business, special education or training shall be reported on the travel expense statement forms within five days upon return to duty, which forms shall be completed in full and returned and submitted to the Communications Director.

Section 14.6 Outside Employment

No employee shall engage in any outside employment which will impair the performance of his or her duties or be detrimental to the municipal service.

Section 14.7 Absence without Leave

No employee may absent himself or herself from duty without permission of his supervisor. An employee absent for three consecutive working days without notice and without sufficient reason shall be considered to have resigned.

Section 14.8 Education and Training

In computing the time for which any employee is to be paid for attending an educational or training session, which attendance is required by the Employer, the travel time from Public Safety Building to the location of the session and returning to the Public Safety Building shall be included.

Section 14.9 Uniforms and Safety Equipment

The Employer will pay for an initial supply of uniforms that the Employer may require. The Employer shall allow \$100.00 per year as a uniform allowance, which upon request will be paid to the uniform supplier/vendor.

Section 14.10 Unit Work

Employees other than supervisors or those in the bargaining unit shall not perform work customarily performed by members of the bargaining unit, except as follows:

- a) For instruction or training purposes
- b) To meet service emergencies
- c) When a substitute employee is not available, an employee may be determined to be "unavailable" if the employer determines that the hours worked for the potential substitute employee would be excessive.

Section 14.11 Policy Changes

The Company will notify the Local Union President, at least 14 days prior, of any policy changes, or any newly created policies instituted by the Company. For policy changes instituted by other agencies, the Company will provide as much notice as possible prior to implementing the change.

ARTICLE 15 DUES DEDUCTION-PAYMENT OF CONTRIBUTIONS

Section 15.1 Dues Deduction

Upon a receipt of a written and signed authorization form from any employee, the Employer shall deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deductions at least monthly to the Communication Workers of America at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 15.2 Payment of Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct the wages of the employee the dues and/or financial obligation uniformly required and shall move forward half of the monthly requirement after each of the first 2 payrolls of the month the full amount to the Union by the twentieth (20th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from the action taken by the Employer in complying with this Section.)

**ARTICLE 16
PAYDAY**

Wages shall be computed on a bi-weekly pay period for employees covered by this Agreement.

Employees will have the option of having their checks direct deposited. Forms will be available for the employee to fill out for direct deposit to whatever bank they prefer and the bank account(s) for the deposit. This will allow for your pay to be deposited to your account whether you are at work or not, save a trip to the bank to make a deposit, the money will be in your account whether or not the bank is open, and will ensure the checks are deposited in the actual month/year written.

Employees covered by this agreement will be paid bi-weekly on Friday. Paychecks not direct deposited shall be available for pick-up after 3:00 p.m. on the Thursday immediately preceding the Friday payday. The pay check shall be for the two (2) weeks prior to the week the Friday pay day falls on.

**ARTICLE 17
WAGES**

Section 17.1 Wages

The following chart shows the wages through the term of this agreement representing a 2.5% increase each year:

POSITION	EFFECTIVE 11/1/23	EFFECTIVE 11/1/24	EFFECTIVE 11/1/25
PST III	\$28.32	\$29.03	\$29.75
PST II-2	\$27.84	\$28.53	\$29.25
PST II-1	\$27.44	\$28.13	\$28.83
PST I-2	\$27.31	\$27.99	\$28.69
PST I-1	\$27.06	\$27.74	\$28.43
Trainee/Probation	\$25.26	\$25.89	\$26.53
*IT position receives additional \$1.00/hr when performing IT			
** Certified Trainer receives additional \$1.00/hr			

Employees will keep the \$4.00/hr. temporary wage increase instituted in November 2022, and will become the base pay in which the following increase in wages will be calculated from:

10-31-2023 2.5%

10-31-2024 2.5%

10-31-2025 2.5%

Section 17.2 Position Progression

As identified above, there are six positions/paygrades for members of the bargaining unit. Employees move through the paygrades on an annual basis at the time of their employment anniversary. In the instance of an employee returning to employment after an absence of six months or more or the hiring of an experienced telecommunicator or related field, Employer may select an appropriate paygrade to begin employment or re-employment. Thereafter, the annual progression would proceed.

Section 17.3 Certified Trainer

An employee that has completed Certified Trainer training course will receive a \$1.00 per hour in addition to their regular hourly pay.

Section 17.4 Shift Differential

As long as the work shifts are 12 hours in length, a shift differential of \$0.75 per hour will be paid to employees working the night shift schedule, current 6:00 p.m. to 6:00 a.m. shift. If the schedule changes such that there are 8 hour shifts, the third shift (either 11:00 p.m. to 7:00 a.m., midnight to 8:00 a.m., or 10:00 p.m. to 6:00 a.m.) will include a \$.50 hourly shift differential such that all hours worked on that shift will be paid \$.50 above the straight time pay. For the second shift beginning at either 2:00 p.m. or 3:00 p.m. will be paid a \$.75 shift differential. Employees normally scheduled for the third shift who are taking paid time off for all or any portion of that shift will not be paid the differential as part of the paid time off.

ARTICLE 18 INSURANCE

Section 18.1 Health Insurance:

(A) The Employer shall make available to employees covered by this Agreement a health care insurance program. The health care insurance program may consist of health care insurance (for doctor and hospital expenses), dental care insurance and vision care insurance. An employee may enroll in one insurance program without another insurance program.

(B) The Employer shall make available to employees covered by this Agreement an employee only health care insurance program. The Employer shall pay 90% of the premium charge for the employee's coverage.

(C) The Employer shall make available to employees covered by this Agreement an employee plus spouse health care insurance program. The Employer shall pay a minimum of 75% of the premium charge for the employee and spouse.

(D) The Employer shall make available to employees covered by this Agreement an employee plus one child health care insurance program. The Employer shall pay a minimum of 75% of the premium charge for the employee and one child.

(E) The Employer may make available to employees covered by this Agreement a family health care insurance program. The Employer shall pay % of the premium charge for the employee and family.

(F) Premiums for dental and vision coverage are the responsibility of the employee.

(G) Except under circumstances of suspension pending discharge, if an employee is on an unpaid leave for any reason, the employer shall continue to pay health insurance premiums for sixty (60) days beyond the exhaustion of paid leave.

Section 18.2 Selection of Insurance Carrier:

The Employer retains the right to elect a different insurance carrier, to self-insure, change plans, or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same as those in place at the time of this Agreement.

Section 18.3 Life Insurance and Disability Insurance:

(A) The Employer shall make available to employees covered by this Agreement a \$25,000.00 term life insurance policy which includes accidental death, dismemberment and disability coverages. The Employer shall pay all of the premium charge for the coverage.

(B) The disability insurance above provided to the employee shall provide a benefit of \$150.00 per week. In the event that the employee is receiving said sum and notwithstanding anything contained in this Agreement to the contrary, the employee shall pay all of the cost of the group health and hospitalization, vision, dental insurance.

ARTICLE 19 MANAGEMENT RIGHTS

Except as limited by the express provisions of this Agreement, the Employer shall continue to retain the right to manage, operate and direct its affairs in each and every respect as well as those rights enumerated within Section 4 the Illinois Public Labor Relations Act. These management rights include but are not limited to the following:

- (a) To plan, direct, control and determine the budget and all operations, services, and missions of the Employer;
- (b) To supervise and direct the work force, including the right to establish work schedules and assign such in accordance with the provisions of this Agreement and to assign overtime;
- (c) To establish qualifications for employment, including reasonable physical and mental standards for employees, and to hire employees;
- (d) To establish work and productivity standards, and from time to time, to change those standards; to evaluate;
- (e) To determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased;
- (f) To make, alter and enforce reasonable work rules, regulations, orders, and policies;
- (g) To change or eliminate existing methods, equipment or facilities;

- (h) To carry out the mission of the employer;
- (i) To determine the methods, means and personnel by which Employer operations are to be conducted:
 - 1) To determine proper uniform and attire for all personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;
 - 2) To require compliance with regular written Department rules and regulations, and to all general orders, special orders, official notices or memorandum issued from the Employer, memorandum, general or special order, including the established Employer personnel policy and procedure manual;
 - 3) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet Employer's needs or requirements;
 - 4) To schedule overtime work as required in the manner most advantageous to the Employer and in accordance with this agreement;
 - 5) To approve vacation leave requests in the manner most advantageous to the Employer and its manning needs and in accordance with this Agreement;
 - 6) To retain the right to issue, loan, and/or assign any or all Employer equipment to employees or other individuals as necessary and directed by the Director's approval or his designee; and
- (j) To suspend, discharge and take other disciplinary action (see Article 7 - Discipline and Discharge) against employees for just cause. A probationary employee may be suspended or terminated by the Employer for no cause. However, the suspension or termination of a probationary employee may not be appealed through the grievance procedure;
- (k) To place an employee on administrative leave with pay pending necessary investigations.
- (l) To take whatever action is necessary to carry out the functions of the Employer in situations of emergency;
- (m) To determine whether goods or services are made or purchased; to subcontract and contract out for goods and/or services;
- (n) To use temporary and part-time employees as the Employer deems appropriate provided such use does not result in the layoff of bargaining unit employees.
- (o) To lay off employees (See Article 9 - Seniority/Layoffs/Recall); and
- (p) To prohibit the use of Employer's property and/or resources for personal reasons and/or use.

Inherent managerial functions and rights, whether listed or not, which the Employer has not expressly limited by the provisions of this Agreement, shall remain exclusively vested in the Employer, subject to the provisions of the Illinois Public Labor Relations Act.

ARTICLE 20 MONITORING

The Company and the Union acknowledge that there is a responsibility to provide high quality service to customers. It is the intent to develop overall performance to provide service to customers in an efficient, courteous and responsive way. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect which enhances job satisfaction.

Service Observations: Monitoring of this type is intended to randomly review the performance of the work group to determine their effectiveness in providing quality service to customers. Service Observation, made at the direction of the company for the primary purpose of determining the overall quality of service furnished to customers, are not intended nor will they be used for the purpose of identifying or rating the performance of individual employees.

Diagnostic: Monitoring of this type is intended to review and evaluate new or changed practices and procedures, and general quality assurance.

Evaluative/Developmental: Monitoring of this type is intended to be handled in a professional and confidential manner and to document performance of the individual employee for evaluation purpose. The monitoring results can be reviewed upon employee request during a one on one coaching session. Other managerial steps, such as training sessions, visual observations, individual discussions and coaching may be used in addition to monitoring to evaluate and improve an employee's performance.

Monitoring used for Service Observations or Diagnostic review, will not result in employee discipline unless customer abuse or other egregious behavior or language.

ARTICLE 21 SEPARABILITY AND SAVINGS CLAUSE

Section 21.1 Savings

If any provisions of this Agreement, or any riders thereto or any application thereof, should be held invalid by, any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto shall not be affected thereby.

Section 21.2 Separability

In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions for the purpose of arriving at a mutually satisfactory agreement as those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 22 TERMINATION

This Agreement shall be effective from November 1, 2023 and shall remain in full force and effect until October 31, 2026. It shall remain in effect from year to year thereafter unless either party

signatory to this Agreement decides to reopen the contract for negotiations. Either party must notify the other, at least ninety (90) days and no more than one hundred twenty (120) days, prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, the parties shall meet no later than sixty (60) days after the date of receipt of such notice or at reasonable times as are agreeable to both parties.

Such notices shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement or part thereof between the parties.

In witness whereof, the parties hereto have affixed their signatures this _____ day of _____, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

**DANVILLE PUBLIC BUILDING
COMMISSION**

**COMMUNICATION WORKERS OF
AMERICA**

By: _____

By: _____