

RETURN TO:

**KIM THOMAS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

CITY OF TROY

ORDINANCE NO. 2024 - 20

**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY TO ENTER
INTO A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT WITH THE
SUPERVISORY UNIT OF THE DEPARTMENT OF PUBLIC WORKS AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, DISTRICT NO. 9**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 6TH DAY OF MAY, 2024**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 6th day of May, 2024.**

ORDINANCE NO. 2020 - 20

**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY TO ENTER
INTO A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT WITH THE
SUPERVISORY UNIT OF THE DEPARTMENT OF PUBLIC WORKS AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, DISTRICT NO. 9**

WHEREAS, the Supervisors of the Department of Public Works for the City of Troy, Illinois, by and through the International Association of Machinists and Aerospace Workers, District No. 9 (“IAMAW”), previously organized in Case No. S-RC-15-041 before the Illinois Labor Relations Board; and

WHEREAS, the City of Troy has negotiated with the IAMAW and reached an agreement reflected in the attached Successor Collective Bargaining Agreement (“CBA”)(See Attached Exhibit A); and

WHEREAS, the City and the IAMAW have negotiated the terms, conditions and rates of the CBA attached hereto and incorporated herein as Exhibit A, and the City believes that such terms, conditions and rates are in the best interest of the health, safety and general welfare of its citizens; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Agreement between the City of Troy and the IAMAW attached hereto and incorporated herein as Exhibit A is hereby adopted. The Mayor is hereby authorized and directed to execute and the City Clerk to attest the CBA and any such other documents which may be necessary or convenient to implement the terms of the CBA or this Ordinance upon union ratification of the CBA.
3. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.
4. This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law. It may be published in pamphlet form.


PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 6th day of May, 2024.

Aldermen Vote:

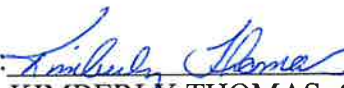
Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>ABSENT</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>1</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>



APPROVED:

By: 
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: 
KIMBERLY THOMAS, Clerk
City of Troy, Illinois

AGREEMENT

between

**CITY OF TROY, ILLINOIS
(SUPERVISORY UNIT)**

and

**DISTRICT NO. 9,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**



APRIL 1, 2024 – APRIL 30, 2027

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AGREEMENT
between
CITY OF TROY, ILLINOIS
and
DISTRICT NO. 9,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

Preamble

This Agreement entered into by the City of Troy, Illinois, hereinafter referred to as "EMPLOYER", and District No. 9 of the International Association of Machinists and Aerospace Workers, hereinafter referred to as "UNION", supersedes and cancels any and all previous agreements, whether written or verbal, between Employer and Union or any individual, and concludes all collective bargaining negotiations for the term of this Agreement, except as specifically provided herein.

Employer and Union mutually agree that the objective set forth herein is the entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of employees in the City of Troy, Illinois; and to provide for prompt and fair settlement of grievances without any work stoppages which interfere with the operation of the City of Troy, Illinois. It is Employer's and Union's desire to provide the people of the City of Troy, Illinois, with the highest-quality service by mutual agreement through good-faith negotiations.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of Employer's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment.

ARTICLE 1

Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit described in Case No. S-RC-15-041 and employed by the City of Troy, Illinois in the following titles:

Supervisory Unit: Public Works Crew Leader, Water Treatment Plant Supervisor, Waste Water Treatment Plant Lead Operator.

Excluded: Assistant to City Administrator, Building/Zoning Administrator, Public Works Director, all other employees of the City of Troy, Illinois, including temporary employees, professional employees, and guards, as defined by the Illinois Public Labor Relations Act.

ARTICLE 2

Union Security

Section 1. Dues Deduction. Upon receipt of a written, signed authorization form from an employee, Employer will deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deduction monthly to Union, at the address designated by Union in accordance with the laws of the State of Illinois. Union shall advise Employer of any increases in dues, in writing, at least thirty (30) days prior to the effective date of such increase(s).

Section 2. Dues. With respect to any employee on whose behalf Employer receives written authorization in a form agreed upon by Union and Employer, Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) 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 Employer by Union. Authorization for such deduction shall be in compliance with Union's Constitution on the form attached hereto as Exhibit A.

Section 3. Fair Share. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of

dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the ninetieth (90th) day of their hire, also be required to pay a fair share as defined above.

Employer shall, with respect to any employee on whose behalf Employer has not received a written authorization as provided for above, deduct from the wages of such employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to Union on the tenth (10th) day of the month following the month in which the deduction is made, subject to the following:

1. Union has certified to Employer that the affected employee has been delinquent in his/her obligation for at least thirty (30) days;
2. Union has certified to Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by Union of his/her obligations pursuant to this Article and of the manner in which Union has calculated the fair share fee.
3. Union has certified to Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and Union for the purpose of determining and resolving any objections the employee may have to the fair-share fee.

Section 4. Indemnity. Union hereby indemnifies and agrees to save Employer harmless against any and all claims, demands, judgments, suits or other forms of liability, monetary or otherwise, that may arise out of, or by reason of, any action taken by Employer for the purpose of complying with the provisions of this Article.

ARTICLE 3

MNPL Check-Off

Section 1. MNPL Voluntary Check-Off. Upon the Employer's receipt of a written, individually and voluntary signed authorization made by an employee, on a form prepared by or approved by the Employer, requesting that there be deductions taken from his/her wages, in a monthly amount designated by the employee, to be forwarded to the Union for use by the Machinists' Nonpartisan Political League, the Employer will deduct the amount set forth in such form, and the Employer shall submit such deduction monthly to the Union, at the

address designated by Union, by the tenth (10th) day of the month following the month in which the deductions are made. Such voluntary MNPL authorization will remain in effect until cancelled, in writing, by the employee.

ARTICLE 4

Hours of Work/Overtime

Section 1. Work Periods. The regularly scheduled workweek shall consist of five (5) days of not less than eight (8) hour days, each starting between 7:00 a.m. and 8:00 a.m., Monday through Friday, unless mutually agreed upon by the City Administrator and said employee(s). The Employer shall set the specific starting times for all departments subject to this Agreement. A workday shall consist of not less than eight (8) consecutive hours, except for a lunch period not to exceed one (1) hour.

Plant operators will be required to work weekends, according to the rotating weekend schedule for the operators. Weekends may be switched, as long as there is coverage for the weekend shifts. Weekend shifts will be 2.5 hour shifts. The shift may run longer, as needed for seen or unforeseen circumstances. The 2.5 hour shifts will be paid at overtime rates, according to the contract, or saved as compensation time, according to the contract. The operator will work five (5) days the week before and five (5) days after the weekend shift.

Add heat schedule for work week, when needed. Heat schedule to be determined by Public Works Director.

Section 2. Overtime.

- (a) Hourly employees shall be paid time and one-half for all hours in excess of forty (40) hours per week and eight (8) hours per day, and double time and one-half for holidays or Sundays. Personnel on rotating schedules shall receive Sunday benefits if working their second day off. Employees will be paid no less than two (2) hours at the overtime rate for all callouts. A callout is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate. An employee shall not be entitled to callout compensation when an employee is called back to correct an error or omission or to complete an assignment or duty which the employee should have completed during his shift.

- (b) Overtime shall be distributed as evenly as possible among those employees qualified to perform the available duties. On the anniversary dates of the Contract, overtime shall be distributed by starting at the top of the seniority list, thereafter shall be equalized by rotation of the low overtime employee.
- (c) The supervisor(s) shall keep record of the hours of overtime worked by each employee. The supervisor(s) shall use their best efforts to chart and equitably distribute overtime. Employees not accepting overtime hours when asked will have those hours recorded as having worked such hours.
- (d) When overtime is declined by more senior employees, the least senior employee qualified to perform the work shall be required to work.
- (e) In order to ensure complete and timely support of the City's infrastructure, an on-call employee shall be established for two divisions:
 - 1. Public Works Division
 - a. The Public Works on-call employee shall be responsible for the initial response to:
 - i. Water leaks
 - ii. Water main breaks
 - iii. Sewer backups
 - iv. Calls pertaining to streets, signs, debris
 - v. Storm water
 - vi. Emergency locates
 - vii. Other emergency calls not listed
 - 2. Plant Operator Division
 - a. The Plant Operator on-call employee shall be responsible for the initial response to:
 - i. Wastewater Lift Station alarms/emergencies
 - ii. Wastewater Plant alarms/emergencies
 - iii. Water Tower alarms/emergencies
 - iv. Ground Storage Tank alarms/emergencies
 - v. Water Plant alarms/emergencies
 - vi. Other emergency calls not listed

After hours response for emergency locating calls would go to Building & Zoning personnel first. If they are not available, then the on-call employee would be contacted and be responsible for handling the call. Each Division's employees will work a rotating weekly schedule posted in advance. The employee designated will be responsible for responding to calls for service during that seven-day period. Participation is mandatory. While on-call for the week, employees will carry a City provided cell phone and respond not more than thirty (30) minutes after being contacted. The cell phone shall only be used for official City business. Employees shall be compensated an extra \$2.50/hour for the on-call time. Employees shall log the on-call time on their timecards in order to be paid for their on-call time. A scheduled on-call employee may trade this on-call assignment within the same Division with another employee provided all non-working hours are covered. Once an employee has been called-out, the call-out will be paid in accordance with the Collective Bargaining Agreement. If an employee has a conflict with time off and the posted on-call schedule, he shall ensure the hours are covered by another employee within the same Division and approved by the immediate supervisor or Director of Public Works. Supervisors are to be included in the on-call process. This provision excludes all probationary employees.

Section 3. Compensatory Time. Compensatory time may be used at such times and in such time blocks as are mutually agreed upon between the employee and the supervisor and permission to utilize compensatory time off shall not be reasonably denied by the supervisor if operating requirements will not be adversely affected. The decision to utilize compensatory time shall occur within twenty-four (24) hours of the employee's written request. This will allow sufficient time for the supervisor to schedule his or her work and manpower. In the event of illness or personal emergencies where an employee must take time off, he or she shall use vacation time or sick leave to make up for that time off.

Compensatory time may be taken in lieu of overtime pay as agreed upon by the supervisor and employee.

The maximum allowable compensatory time shall not accumulate to more than one hundred and twenty (120) hours at any given time.

An employee shall be paid for all compensatory time he or she has accumulated upon termination or retirement.

ARTICLE 5

Holidays

Section 1. Employees are provided eleven (11) paid holidays each year. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday; if the holiday falls on a Sunday, the following Monday will be observed. Should a scheduled holiday fall within the period of your vacation, an extra day of paid vacation will be granted.

Holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

The City Administrator reserves the right to declare certain days or parts thereof holidays for City staff. (i.e. Christmas Eve and New Years Eve on an annual basis, which does not establish a precedent moving forward.)

Section 2. Personal Days. All employees shall be entitled to two (2) personal days per year. Personal days are earned as follows: Those hired January through June will automatically receive two (2) personal days. Those hired July through December will automatically receive one (1) personal day and on the following January and every subsequent January the employee will receive two (2) personal days. Personal days must be taken in the year they are earned or they will be lost. Personal day pay in lieu of personal day use is not allowed.

ARTICLE 6

Vacation

Vacations are earned as follows:

After the employee's six (6) month probationary period, they will receive one (1) week of vacation. Upon achieving one (1) year of service, the employee will have earned and will receive the remainder of their first year of vacation time consisting of another one (1) week. Finally, upon the following January, the employee will receive their full vacation time. Thereafter, all vacation time will be distributed based on the calendar year beginning in January of each year with the amount of time determined by years of service as indicated below.

<u>Years</u>	<u>Amount</u>
1 thru 4 years	2 weeks
5 thru 9 years	3 weeks

10 thru 19 years	4 weeks
20 years or more	5 weeks

Vacations will be scheduled on a seniority basis. If vacations are canceled due to an emergency, they are to be rescheduled by mutual agreement of the employee and supervisor.

Vacations must be taken in the year they are earned or they will be lost. Vacation pay in lieu of vacation is not allowed.

An employee shall be paid for all vacation time earned in the event of retirement or termination.

One (1) weeks' vacation may be used on a day-to-day basis if agreeable with supervisor.

One (1) weeks' vacation may be carried over to the next year with Department Head and City Administrator approval to be used within the next one hundred eighty (180) days of January 1st.

ARTICLE 7

Leaves

Section 1. Leave of Absence. Only after exhaustion of all vacation time, sick time, compensatory time, FMLA leave and catastrophic leave may an employee request a personal leave of absence. The request must be made in writing to your supervisor at least three (3) days in advance of the desired leave. Leaves of absence for personal reasons may be allowed for up to four (4) weeks. The City Administrator shall have the sole ability to grant or deny the request. Only the City Council shall have the ability to grant personal leaves of absence in excess of four (4) weeks. All leaves of absence are without pay and an employee on leave will not accrue any benefits.

Section 2. Medical Leave of Absence. Only after exhaustion of all vacation time, sick time, compensatory time, FMLA leave and catastrophic leave may an employee request a medical leave of absence. Leaves of absence for medical reasons may be allowed for up to four (4) weeks. The City Administrator shall have the sole ability to grant or deny the request. Only the City Council shall have the ability to grant medical leaves of absence in excess of four (4) weeks. All leaves of absence are without pay and an employee on leave will not accrue any benefits. Employees returning from a medical leave of absence must furnish a doctor's permission slip to return to work. For seniority purposes, the anniversary date will be adjusted to two (2) weeks later for leaves accumulating to each one (1) month.

Section 3. Military/Reserve Leave. Employees required to report for military duty shall not be discriminated against with respect to their employment. All such leaves shall be granted in accordance with applicable Federal and State Law.

Section 4. Sick Leave.

- 1) Sick time is earned in a manner similar to that as vacation. After the employee's initial probationary period of six (6) months, they will have earned forty (40) hours of sick leave. Upon achieving one (1) year of service, the employee will have earned and will receive the remainder of their first year of sick leave consisting of another forty (40) hours. Finally, upon the following January, the employee will receive their full amount of sick leave of eighty (80) hours. Thereafter, all sick time will be distributed based on the calendar year beginning in January of each year.
- 2) If more than two (2) days of sick leave are taken consecutively, a doctor's excuse will be required.
- 3) Employees can accumulate up to nine hundred sixty (960) hours of sick leave, and upon voluntary resignation, can collect in pay twenty percent (20%) of that which is accumulated. Only in the event of retirement shall an employee be entitled to receive pay for all sick leave which is accumulated. Should the employment of an employee be terminated, no pay for accumulated sick leave will be granted.
- 4) **BONUS:** Employees become eligible on the anniversary of their employment.

After one (1) year without taking any sick leave, a bonus of eight (8) hours' pay shall be awarded to employee.

After two (2) years of consecutive service without taking any sick leave, a bonus of sixteen (16) hours' pay shall be awarded.

After three (3) years or longer of consecutive service without taking any sick leave, a bonus of twenty-four (24) hours' pay shall be awarded to employee.

After four (4) years or longer of consecutive service without taking any sick leave, a bonus of thirty-two (32) hours' pay shall be awarded to the employee.

Section 5. Catastrophic Medical Leave Bank Program. All such leaves shall be granted in accordance with the City's Catastrophic Medical Leave Bank Program Policy, which shall remain the same for the term of this Agreement.

Section 6. Maternity/Paternity Leave. Female employees who give birth shall receive four (4) weeks of paid leave per event upon the birth of their child(ren). Employees, who become a parent through the birth of their child or the adoption of a child, shall receive two (2) weeks of paid leave per event upon the birth or adoption date of their child(ren). The employer may require proof of said birth or adoption. Employees who take advantage of this section shall not be required to satisfy this leave with any type of accrued leave. If employees have a child together, this leave cannot be taken concurrently.

Section 7. Absence Due to Death in Immediate Family.

- a. In the event of the death of an immediate family member, an employee shall be permitted to be absent from his/her job for three (3) working days for each occurrence and for each such day's absence, the employee shall receive compensation at his/her normal rate of pay. If the employee desires to be absent for more than three (3) working days, he/she may utilize previously earned, unused, paid leave and receive compensation for each such additional day's absence at his/her normal rate of pay, provided that the Supervisor approves such additional absence.
- b. Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Supervisor, without pay, but previously earned and unused paid leave may be utilized in such case with the consent of the Supervisor.
- c. Definition of family: A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, and grandchild.

Section 8. Jury Duty. An employee required to serve on a grand jury or petite jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury. The City shall pay an employee serving on jury duty his normal pay and the employee shall turn over to the City any pay received for services rendered as a juror for days he was scheduled to work.

Section 9. Family and Medical Leave (FMLA). The Employer agrees to abide by the terms of the Family Medical Leave Act, as amended.

Section 10. Union Leaves. An employee may, at the Employer's sole discretion, be given a leave of absence of one (1) week or less in duration without pay per calendar year, but with no loss of seniority, for the purpose of attending Union meetings, conventions or conferences. It is understood that requests for such leave shall be made ten (10) business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the City of Troy.

An employee may be granted an unpaid leave of absence of more than one (1) week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

Section 11. Prohibition Against Misuse of Leaves. During any leaves granted pursuant to the terms of this Agreement, an employee may not be gainfully employed or independently self-employed without prior notice to the Employer. Violation of this provision shall subject the employee to immediate discharge.

ARTICLE 8

Health and Welfare

Section 1. Insurance. By state law all workers are covered by Workers' Compensation. A booklet outlining all of the features has been provided to you. In addition, the City of Troy shall furnish to all employees a group medical insurance plan which will help defray expenses incurred through sickness, injury or death.

The City shall maintain the current coverages for the term of the Agreement. The employee's portion of medical insurance premium payments shall be twenty percent (20%). The City of Troy shall pay eighty percent (80%).

Because the City pays all or the major portion of the medical insurance premium, the cost to the employee is exceptionally low. The plan provides the employee and his or her dependents with hospital, surgical and major medical benefits. The employee will also receive life insurance and accidental death and dismemberment insurance. The employee has received a booklet that outlines all of the features of this plan.

If the City is notified of any increase in health insurance rates, the employees will be notified. Any comments and/or suggestions submitted by the employees will be considered by the City Council before it makes any decision concerning insurance coverage renewal.

A change in marital status that may affect beneficiary or dependent coverage should be reported immediately to the City Administrator or his/her designee.

Employees who retire from the City, and who are immediately eligible to receive pension benefits from the Illinois Municipal Retirement Fund (60 years of age or 55 years of age with 35 years of service) shall, for purpose of the City's group medical insurance plans, continue to be eligible for such insurance. The City shall pay seventy-five percent (75%) of health insurance benefits and shall continue to pay that amount until the employee is eligible for Medicare.

Section 2. Continuation of Health Plan Coverage (COBRA). Under the Consolidated Omnibus Budget Reconciliation Act of 1985, or "COBRA" (Public Law 99-272, Title X), the City of Troy will offer qualified persons the opportunity for a temporary extension of health coverage (called "continuation coverage") at rates in certain instances where coverage under the health plan would otherwise end. Persons eligible to continue under COBRA are known as "qualified beneficiaries", and the events which trigger continuation coverage are known as "qualifying events".

If an employee is covered by the City of Troy's health plan, the employee has the right to elect continuation coverage under the plan if the employee loses health coverage as the result of either of the following qualifying events:

- 1) Reduction in the employee's hours of employment, or
- 2) Termination of the employee's employment for reasons other than gross misconduct.

If an employee's spouse is covered by the City of Troy's health plan, the spouse has the right to elect continuation coverage under the plan if the spouse loses health coverage as the result of any of the following qualifying events:

- 1) Death of the employee;
- 2) Termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with City of Troy;
- 3) Divorce or legal separation from the employee; or
- 4) The employee becomes entitled to Medicare.

If a dependent child of an employee is covered by City of Troy's health plan, the child has the right to elect continuation coverage under the plan if the child loses health coverage as the result of any of the following qualifying events:

- 1) Death of the employee;
- 2) Termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with City of Troy;
- 3) Employee's divorce or legal separation;
- 4) Employee becomes entitled to Medicare; or
- 5) The child ceases to be a "dependent child" under the City of Troy's health plans.

The qualified beneficiary is responsible for informing City of Troy of a divorce, legal separation, or a child losing dependent status within sixty (60) days of the later of the date of the qualifying event or the date on which coverage would end under the plan because of the event. If City of Troy does not receive notice within that sixty (60) day period, the qualified beneficiary is not entitled to elect continuation coverage. City of Troy is responsible for notifying qualified beneficiaries of their right to elect continuation coverage as a result of the employee's death, termination or reduction in hours of employment, or Medicare entitlement.

Once qualified beneficiaries receive notice of their right to elect continuation coverage, the qualified beneficiaries have sixty (60) days from the later of the date they are provided notice or the date they lose coverage to inform City of Troy that they want to continue their health coverage under COBRA. If the qualified beneficiaries do not elect continuation coverage by the end of the sixty (60) day period, they forfeit their right to elect that coverage.

If a qualified beneficiary elects continuation coverage, City of Troy will provide health coverage that is identical to the coverage the qualified beneficiary had immediately before the qualifying event occurred. Thereafter, the qualified beneficiary will be allowed to maintain coverage that is the same as the coverage provided under the plan to similarly situated employees, spouses, and/or dependents who have not experienced a COBRA qualifying event.

Generally, qualified beneficiaries may continue coverage under COBRA for thirty-six (36) months from the date of the qualifying event. However, if the qualifying event is an employee's termination or reduction in hours of employment, continuation coverage under COBRA will last for only eighteen (18) months from the date of the qualifying event.

Continuation coverage under COBRA will be cancelled for the following reasons:

- 1) If City of Troy no longer provides health coverage to any of its employees;
- 2) If the COBRA premium is not paid on time;
- 3) If the qualified beneficiary becomes covered, after the date of the COBRA election, under another group health plan which does not exclude or limit coverage for the qualified beneficiary's preexisting conditions;
- 4) If the qualified beneficiary becomes entitled to Medicare after the date of the COBRA election; or
- 5) If the qualified beneficiary is no longer determined to be disabled, where coverage was extended beyond eighteen (18) months because of disability.

Continuation coverage under COBRA is not in effect until the qualified beneficiary elects that coverage, but, once elected, the coverage is retroactive to the date of the qualifying event. Qualified beneficiaries do not have to show that they are insurable to choose continuation coverage; however, they must be eligible for such coverage. The City of Troy reserves the right to retroactively terminate COBRA coverage if an individual is determined to be ineligible.

Qualified beneficiaries must pay the designated premiums for their continuation coverage in a timely fashion. Qualified beneficiaries have forty-five (45) days from the date they elect continuation coverage to pay the initial COBRA premium. Thereafter, they will have a grace period of thirty (30) days to pay any subsequent premiums.

ARTICLE 9

Rights of Management

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the bargaining unit members in all aspects, including, but not limited to, all rights and authority granted by law.

Management rights include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Administrative Office, Building and Zoning Department, Public Works Department, Sewer Plant Department, Street Department, Water Department and its properties and facilities and the staff.

- b. To plan, direct, control, assign, and determine the operations or services to be conducted by employees of the Administrative Office, Building and Zoning Department, Public Works Department, Sewer Plant Department, Street Department and Water Department in the City of Troy.
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Administrative Office, Building and Zoning Department, Public Works Department, Sewer Plant Department, Street Department and Water Department operations are to be conducted.
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit employees.
- e. To direct and supervise the entire working force of the Administrative Office, Building and Zoning Department, Public Works Department, Sewer Plant Department, Street Department and Water Department, including the establishment of work standards.
- f. To demote, suspend, discipline, or discharge employees for just cause and to discipline or terminate probationary employees with or without just cause.
- g. To make, add, delete, alter, and enforce procedures, rules and regulations.
- h. To introduce new or improved methods, equipment or facilities.
- i. To contract out for goods and services.

The Employer has the sole authority to determine the purpose and mission of the City of Troy's Administrative Office, Building and Zoning Department, Public Works Department, Sewer Plant Department, Street Department and Water Department, and the amount of budget to be adopted thereto.

ARTICLE 10

Personnel Policy

The City of Troy Personnel Policy shall be in effect where not in conflict with the terms and conditions of this Agreement. When the Troy Personnel Policy is altered and/or modified, the City agrees to provide notice to all employees of the alterations and/or modifications.

ARTICLE 11

Discipline and Discharge

Section 1. Discipline and Discharge. The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, and discharge. Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public subject, however, to the provisions of the Illinois Open Meetings Act and Freedom of Information Act. Probationary employees may be discharged without recourse to the grievance process.

Section 2. Limitation. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense including immediate discharge. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Pre-disciplinary Meeting. For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his Contract 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. 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. Non-Progressive Discipline. The use of progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including immediate discharge, subject to the grievance process. Offenses justifying immediate discharge shall include, but are not limited to:

- a. Unprovoked or unjustified assault or battery of a supervisor, fellow employee, or any other person while the employee is on duty;
- b. The conviction of any crime, either felony or misdemeanor, which affects the Employer's insurance rates or exposure to liability or the employee's ability to perform his duties;

- c. Intoxication or the use of alcoholic beverages or illegal drugs when at work or during work hours;
- d. Conviction of any felony, whether committed on-duty or off-duty;
- e. Making a false statement on the application for employment;
- f. The violation of a rule for which the employee has already received a suspension within the prior year;
- g. The violation of any rule within three hundred sixty-five (365) days after returning from a disciplinary suspension when employee has previously been suspended for other rule violations on at least two (2) previous occasions, within the prior three (3) years;
- h. Possessing or carrying of a firearm or weapon on City property or in a City vehicle, except firearms legally transported in a personal vehicle or at a work site;
- i. Falsifying time cards or making a false claim for payment to the Employer;
- j. Theft of City property;
- k. Sleeping while on duty, other than during designated break times;
- l. Any unauthorized use of City property (i.e., equipment, materials, etc.) for purposes other than City business; and
- m. Other offenses of similar gravity determined by the Employer to warrant immediate removal.

ARTICLE 12

Testing

Section 1. Substance Abuse Testing.

- a. It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effect of drugs and alcohol. The Employer has the right to expect their employees to report to work fit and able for duty.
- b. Employees shall be prohibited from:

- 1) Consuming or possessing alcohol or illegal drugs at any time during working hours or anywhere on City premises or job sites, including all City buildings, properties, vehicles, and the employee's personal vehicle while engaged in City business.
- 2) Illegally selling, purchasing, or delivering any illegal drug.
- 3) Being under the influence of alcohol or illegal drugs during working hours.
- 4) Being under the influence of illegal drugs at any time.
- 5) Failing to report to their supervisor any know adverse side effects of medication or prescription drugs which they are taking.

c. **Order to Submit to Testing.** An employee may be required to submit to testing as directed by the Employer following reasonable suspicion by a supervisor or after any incident/accident involving an employee. Upon being ordered to submit to testing, the Employer shall provide the employee with a written notice of the order setting forth the reasons for the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one (1) hour, to consult with a representative of the Union at the time the order is given. During the one (1) hour time period the Employer shall have the right to observe or monitor the employee at all times. Refusal to submit to such testing shall subject the employee to immediate discipline up to and including immediate discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

d. **Tests to be Conducted.** In conducting the testing authorized by this Agreement, the Employer shall:

- 1) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
- 2) Insure that the laboratory or facility selected conforms to all NIDA standards.
- 3) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered

by the Agreement shall be permitted at any time to become part of such chain of custody.

- 4) Collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- 5) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration.
- 6) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about detected drug metabolites.
- 7) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City Administrator within forty-eight (48) hours of receiving the results of the tests.
- 8) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered). The Employer will not use such information in any manner or forum adverse to the employee's interest.
- 9) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing that an alcohol concentration of .03 or more based upon the grams of alcohol per 100 milliliters of blood be considered impaired for the purpose of this Article.
- 10) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

- 11) Insure that no employee is the subject of any adverse employment action except emergency temporary suspension with pay during the pendency of any testing procedure. Any such emergency suspension shall be immediately discontinued in the event of a negative test result.
- e. **Right to Contest.** The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.
- f. **Voluntary Requests for Assistance.** The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem so long as such treatment request occurs prior to a request for substance testing other than the City may require, suspension or reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through appropriate agencies a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignments as described above. The employee shall use all accumulated sick leave to participate in a rehabilitation program. Once sick leave is exhausted, the employee may request the use of other accumulated time per Article 7. Once an employee has exhausted all accumulated sick leave and other time, the employee may request a leave of absence without pay. Under no circumstances shall the leave of absence without pay exceed one hundred eighty (180) days. No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence and no seniority shall accrue as well.
- g. **Discipline.** Use of prescribed drugs at any time by an employee or a finding that an employee is under the influence of illegal drugs or alcohol during working hours shall be cause for discipline, including termination, subject to the grievance procedure. While all such

disciplinary issues may be subject to the grievance procedure, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to take a test, whether a proper chain of custody has been maintained, etc.) may also be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and for whom it has been deemed appropriately should undergo treatment instead of or in addition to some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any additional disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- 1) The employee agrees to appropriate treatment as determined by the physician(s) involved.
- 2) The employee permanently discontinues his use of illegal drugs or abuse of alcohol.
- 3) The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to three (3) months.

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct. The Employer shall determine whether an unpaid leave of absence is appropriate as well as its duration.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the

employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable duties.

ARTICLE 13

Grievance Procedure

Section 1. Definition. A grievance is defined as a dispute or difference of opinion raised by an employee or group of employees (with respect to a single, common issue) covered by this Agreement against Employer involving the interpretation or application of an express provision or provisions of this Agreement as written. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of Union, provided the adjustment is not inconsistent with the terms of this Agreement. (If management wishes to file a verbal or written reprimand against an employee, management must notify employee within five (5) business days after the occurrence or knowledge of the event indicating possible disciplinary action.)

For the purposes of this Agreement, "business day" shall be defined as a day on which the Offices of the City of Troy are open for regular business to the public, Monday through Friday, from the hours of 8:30 a.m. to 5:00 p.m. local time.

Section 2. Grievance Steps. A grievance shall be resolved in the following manner:

Step 1. Verbal Step: The affected employee (or group of affected employees with respect to a single, common issue), shall orally discuss the grievance with his/her/their immediate supervisor who is outside the bargaining unit with the objective of settling the matter informally. It is expressly understood that if a discussion with the supervisor is intended to be the initiation of this grievance procedure, the employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. If the supervisor is not advised of this fact, the discussion shall not be considered an initiation of the grievance procedure at Step 1.

All grievances must be presented not later than five (5) business days of the first date of occurrence of an incident giving rise to the grievance, or within five (5) business days of the first date the employee reasonably should have knowledge of the occurrence. The supervisor shall render an oral response to the employee within five (5) business days.

Step 2. Written Step - Supervisor: If the grievance is not resolved at Step 1 and the employee wishes to file a written grievance, he/she shall, within five (5) business days of the Step 1 response or within five (5) business days after the Step 1 response is due, serve a written grievance to their supervisor or designee, at which time the supervisor or designee will return a signed, dated copy to the employee. The written grievance shall name the employees involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the employee(s) or the Union with respect to said provisions, indicate the relief requested and be signed and dated by the employee(s) affected.

Within five (5) business days after receipt of the written grievance, the parties involved shall meet or hold other discussions in an attempt to resolve the grievance. Supervisor or his designee shall give his/her written response within five (5) business days following the meeting.

Step 3. Written Step - City Administrator: If the grievance is not resolved at Step 2 and the employee wishes to advance his/her written grievance, he/she shall, within five (5) business days of the Step 2 response or within five (5) business days after the Step 2 response is due, serve a written grievance to the City Administrator or his designee, at which time the city Administrator or his designee will return a signed, dated copy to the employee. The written grievance shall name the employees involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the employee(s) or the Union with respect to said provisions, indicate the relief requested and be signed and dated by the employee(s) affected.

Within five (5) business days after receipt of the written grievance, the parties involved shall meet or hold other discussions in an attempt to resolve the grievance. The City Administrator or his designee shall give his/her written response within five (5) business days following the meeting.

Step 4. Mediation: If the grievance is not satisfactorily resolved at Step 3, it may be submitted for mediation within fifteen (15) business days after receipt of the City Administrator's Step 3 written response. Discharge cases shall not be submitted to mediation. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service requesting the services of a mediator for grievance mediation. The grievance mediation shall

be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Step 5. Arbitration: If the grievance is not satisfactorily resolved at Step 4 in accordance with the grievance-mediation procedure, either party to this Agreement may refer the grievance to binding arbitration within thirty (30) calendar days after the parties have completed the mediation process. In the event that either party requests arbitration of the other in writing, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall reach agreement upon an arbitrator within five (5) calendar days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is made by the parties. Both Employer and Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with the party requesting arbitration striking the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

The arbitrator shall be notified of his/her selection by a joint letter from Employer and Union which requests that he/she set a time and place, subject to the availability of the parties of this Agreement.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any City ordinance.

The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be

based solely upon her/his interpretation of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between Employer and Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 3. Time Limits. No grievance shall be processed unless it is submitted within five (5) business days after the first occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the employee or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the employee or Union representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day occurring after the occurrence of the event giving rise to the grievance, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given by Employer. The last business day of a time limit shall be deemed to end at 5:00 p.m. on that business day.

Section 4. Union Activities. Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allows, a Union representative will be permitted reasonable time away from his/her assigned job during working hours, not to exceed one (1) hour to:

- (a) Investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Articles of this Agreement.
- (b) Transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- (c) Consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

No employee, Chief Steward or Shop Steward shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized in this Section shall not interfere with the efficient operations of the Employer.

Section 5. Settlement of Grievance. The satisfactory settlement of all grievances shall be reduced to writing and shall be signed by the representatives of the parties involved.

ARTICLE 14

Labor Management/Safety Committee

Section 1. Labor Management Conferences. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- a. Discussion of the implementation and general administration of this Agreement.
- b. A sharing of general information of interest to the parties.
- c. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- e. Items concerning safety issues.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. Integrity of Grievance Procedure. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the

purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues. Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 4. Union Representative Attendance. When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations.

ARTICLE 15

Severability of Agreement

If any provision of this Agreement or any application thereof should be rendered unlawful, invalid or unenforceable by virtue of any judicial action, or by an existing or subsequently enacted federal or state legislation, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions of those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 16

No Strike/No Lockout

Section 1. No Strike Commitment. Neither the Union nor its agents will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any bargaining unit member shall refuse to cross any picket line, by whomever established.

Section 2. Operations. In the event of any action prohibited by this Section, the Union immediately shall disavow such action and request the bargaining unit member(s) to return to work, cease work slowdown or cease all other actions prohibited herein and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents,

shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3. Union Liability. Upon the failure of the Union to comply with the above Sections, any agent or official of the Union or any bargaining unit member covered by this Agreement engaged in prohibited activities shall be subject to the provisions below.

Section 4. Discipline of Strikers. Any bargaining unit member who violates the provisions of this Article shall be subject to immediate discharge. Any action taken by the Employer against any bargaining unit member who participates in action prohibited above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether a member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 5. No Lockout. The City will not lock out any bargaining unit member(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 17

Seniority

For the purposes of this Agreement, "seniority" shall be defined as the length of continuous service by an employee within the City of Troy, Illinois since the employee's last date of hire within the Department.

In the event an employee from another City Department becomes employed by the Department, he/she enters the Department as the employee with the least seniority.

Section 1. Probationary Period. The "probationary period" is a continuation of the original selection process. It is a period of time allowed all new and rehired personnel to acquaint themselves with the job and other personnel and to give supervision an opportunity to observe and determine if the employee is properly classified and is acceptable as a permanent employee.

Section 2. Time Required to Complete Probationary Period. All newly hired or rehired hourly personnel SHALL be required to complete a probationary period before they are considered permanent employees. Hourly personnel shall BE ON PROBATION FOR THE FIRST ONE HUNDRED EIGHTY (180) CALENDAR DAYS.

Section 3. Personnel Not Acceptable During Probationary Period. During the probationary period, a supervisor and/or the City Administrator has the right to release an employee at any time.

Section 4. Observance of Probationary Employees. Supervision must keep in close contact with new and rehired personnel during the probationary period to determine the employee's performance. If necessary, weekly or even daily counseling sessions should be held with new employees to discuss all aspects of their work.

Section 5. Breaks in Continuous Service. An employee's continuous service shall be broken by discharge, retirement or resignation, layoff of one (1) calendar year or longer, or three (3) consecutive work days of unreported absence without a bona fide reason acceptable to the City.

Section 6. Layoffs. Should the Employer find it necessary to lay employees off, it shall be done on the basis of seniority: that is, the person with the least seniority shall be the first to be laid off, provided the remaining employees have sufficient skill and ability to perform the work in as efficient a manner as the less-senior employee designated to be laid off. No regular employee will be laid off until all probationary employees are laid off.

Employees who are laid off shall be considered on layoff status for a period of one (1) calendar year from the date on which they were laid off. No new employee shall be hired to perform bargaining unit work until employees on layoff status have been offered recall. However, employees on layoff status shall not be entitled to any accrual of seniority or benefits during layoff status, nor shall they be credited with service or continuous service for any period during which they are on layoff status.

Employees terminated by layoff shall be given a written notice of layoff at least thirty (30) days prior to their termination date.

ARTICLE 18

General Provisions

Section 1. City Rules and Regulations. In order to protect you and the City, the following practices will not be tolerated and may be cause for disciplinary action up to and including immediate discharge:

- a. Sleeping during working hours.
- b. Wasting time, loafing or loitering in restrooms or any part of City premises during working hours.

- c. Committing any act of violence, horseplay, fighting or improper conduct on City premises.
- d. Threatening, intimidating, coercing or interfering with other employees.
- e. Insubordination.
- f. Taking more than specified time for meals or rest periods.
- g. Not being ready to work at the starting time.
- h. Making preparation to leave or leaving work before the specified time.
- i. Repeated tardiness or absenteeism.
- j. Absence for three (3) working days without properly notifying management: This will be considered a resignation.
- k. Altering or falsifying timecards, timesheets and/or paychecks in any manner.
- l. The unauthorized possession, use, dispensing or sale of alcoholic beverages, on City premises or reporting to work under their influence.
- m. Doing personal or unauthorized work on City time or premises while on duty.
- n. Inefficient performance of assigned duties or careless use of City property.
- o. Posting or removing notices, signs or writing in any form on bulletin boards or City property without specific authorization of supervisor.
- p. Distribution of notices, pamphlets, advertising matter, or any other kind of literature during work time or in any work area.
- q. Conduct detrimental to the interest of other personnel or the City.
- r. Defacing City property or another employee's property.
- s. Violation of the City ordinances, State or Federal Law.

- t. Tampering with, removing from established locations, or the unauthorized use of portable fire extinguishers.
- u. Falsification of City records, reports or forms, including employment application, insurance claims and other vital City records.

Section 2. Change in Personal Status. If your name, address or telephone number is changed, it shall be reported in writing to the City Administrator or his/her designee within five (5) working days.

Section 3. Bulletin Boards. Bulletin boards will be made available in appropriate places for posting of Union notices and other Union information.

Section 4. Residency Requirement for Employment. An employee of the City of Troy shall live either:

- a. Within the corporate limits of the City; or
- b. Within thirty (30) miles of the city limits, as the crow flies.

Section 5. Promotions/Procedure to Fill Job Vacancy. "Promotion" means the advancement of an employee to a higher-paid position or to a position which the employee considers to be in his/her best interest.

Whenever a job opening occurs for any existing or newly created, bargaining unit job classification, a notice of such opening shall be posted (including the job title, job description, shift, rate of pay and department) on all Union bulletin boards in the department in which the opening has occurred for ten (10) working days. If no current employee applies within ten (10) days, the position shall be open to all applicants. The Employer will send a copy of such notice to any employees on layoff status. No permanent job opening shall be deemed created due to an employee being on paid sick leave or vacation, or on an approved leave of absence of six (6) months or less.

During this ten (10) day period, employees who wish to apply for the opening, including employees on layoff, may do so. A sign-up sheet shall accompany the posting to allow interested employees to be considered for the position.

The Employer shall attempt to fill the opening by promoting the most qualified applicant among existing employees or employees on layoff status. If qualifications are equal, the most senior employee shall be awarded the position. If no qualified applicants exist among existing employees, the position shall be open to all applicants.

Employees who do not qualify, in the Employer's judgment, within a probationary period of thirty (30) days, shall be returned to their previous pay grade and position. In addition, an employee who wishes to return to the position which they held immediately prior to the position to which they were promoted, may return within thirty (30) days of the effective date of the promotion.

Section 6. Personal Equipment. The City shall furnish all employees with proper safety and inclement weather apparel, as approved by the supervisor.

Section 7. Clothing Allowance.

- a. Maintenance employees of the Public Works Department will be provided rental uniforms. All City employees provided with uniforms shall wear said uniforms only during working hours and while performing their duties as employees of the City of Troy.
- b. Maintenance employees shall receive an annual work boot allowance of three hundred dollars (\$300.00) on their anniversary date.

Section 8. Personnel Files. The Employer shall keep a central personnel file within the bargaining unit for each employee. Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- a. Such inspection shall occur within a reasonable time following receipt of the request;
- b. Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- c. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- d. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article.

Section 9. Personal Property Damage. If personal property is damaged on the job while performing duties, the City shall consider reimbursement, but not to exceed two hundred dollars (\$200.00). Prescription eyeglasses will be

reimbursed at replacement cost. Each case should be reviewed by the supervisor and the City Administrator.

Section 10. Attendance at Union Meetings. Subject to the need for orderly scheduling and emergencies, the Employer agrees that designated members of the Union shall be permitted reasonable time off, without pay, to attend general, board, or special meetings of the Union, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and employees shall be certified in writing to the Employer.

Section 11. Civil-Emergency Conditions. If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, snow event, or other similar catastrophes, upon oral notice to a Union representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. Oral notice shall be given to the Union representative upon cessation of the emergency. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

Section 12. Use of Temporary Employees. If the City requires additional manpower on a temporary basis, not to exceed ninety (90) days, unless mutually agreed to by the City and Union, the City may utilize part-time (non-bargaining unit) employees to perform any such necessary work. Should this temporary employment exceed ninety (90) days, the parties agree to meet and discuss how long it is anticipated the temporary position will be necessary.

Section 13. Contract Work. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs so long as no bargaining unit employees are on layoff status or the subcontracting results in future layoffs.

ARTICLE 19

Selection of Stewards

The City agrees that the members of the Union may choose from the regular employees stewards to act on behalf of the members of the Union in any capacity assigned to such stewards by the Union. The City agrees that stewards shall not be discriminated against on account of said activities.

ARTICLE 20

Wages

Section 1. All employees subject to this Agreement to receive wage increase as follows:

<u>Effective</u> <u>5/1/24</u>	<u>Effective</u> <u>5/1/25</u>	<u>Effective</u> <u>5/1/26</u>
\$4.00	\$3.00	\$2.00

The scale below shall represent the entry level wage for new City employees hired after April 1, 2024 in the following classifications:

Classifications	Effective 4/1/24	Effective 5/1/24	Effective 5/1/25	Effective 5/1/26
Public Works Crew Leader	\$ 29.19	\$ 33.19	\$ 36.19	\$ 38.19
Water Treatment Plant Supervisor	\$ 32.69	\$ 36.69	\$ 39.69	\$ 41.69
Waste Water Treatment Plant Lead Operator	\$ 32.69	\$ 36.69	\$ 39.69	\$ 41.69

(NOTE: Anyone promoted to Public Works Crew Leader, Water Treatment Plant Supervisor, or Waste Water Treatment Plant Lead Operator shall receive a \$2.00 per hour pay increase.)

The columns above represent the fact that each classification in the above scale setting forth the entry level wage for new City employees shall be established on May 1, 2024 at the rates set forth therein, and then increase at the effective percentage rate above for the following year of the Contract [i.e., the entry level wage for Public Works Crew Leader is established effective May 1, 2024 at \$33.19; effective May 1, 2025 that wage will be \$36.19 (\$33.19 + \$3.00); effective May 1, 2026 that wage will be \$38.19 (\$36.19 + \$2.00).

The Deputy City Clerk is a separate classification, and whatever bargaining unit member is selected and agrees to the appointment of that position shall receive a seventy-five cent (\$.75) premium per hour to be paid to the appointed Deputy City Clerk.

City to create and pass new ordinances for the Assistant to Liquor Control Commissioner and FOIA Officer positions for an extra seventy-five cents (\$.75) per hour (to match current Deputy Treasurer/Deputy Clerk ordinances) with the caveat that these appointed positions may or may not be filled by Union employees (i.e. Michelle Schneider in police).

If at any time an employee changes classifications for the City, the City and the Union agree to meet in good faith and discuss the change.

If an employee voluntarily elects to move down to a lower classification on the above scale, then that employee's pay will be reduced accordingly (i.e., if a water plant operator voluntarily elects to become a meter reader, his/her pay shall be reduced to reflect the above scale).

If the City forces an employee to move down to a lower classification, then that employee's pay shall remain the same as if he/she were still in the higher classification (i.e., if a water plant operator is forced to become a meter reader).

If, under either of the above two (2) scenarios, the City still requires the employee to retain a current license (required for the higher classification), then the employee shall maintain any premium for the license.

Section 2. Service Awards. The City will implement a Service Award Program for employees with the following qualifications, and a certificate and bonus will be awarded as per the following:

- a. A certificate and \$300.00 bonus for five (5) years of service with the City.
- b. A certificate and \$600.00 bonus for ten (10) years of service with the City.
- c. A certificate and \$900.00 bonus for fifteen (15) years of service with the City.
- d. A certificate and \$1,200.00 bonus for twenty (20) years of service with the City.
- e. A certificate and \$1,500.00 bonus for twenty-five (25) years of service with the City.
- f. A certificate and \$1,800.00 bonus for thirty (30) years of service with the City.

Section 3. Training. The City advocates work related training to keep our personnel current, and will provide budgeted funds for this training.

Training will be made available to further career development.

Section 4. Tuition Reimbursement. The City promotes and encourages the educational development of its employees. Tuition reimbursement for undergraduate and graduate level courses offered by an accredited institution which are job related will be allowed with prior approval of the City Administrator. The employee must request approval through his/her immediate

supervisor, who shall in turn submit the request to the City Administrator for approval of job related courses.

The City will reimburse one hundred percent (100%) of the employee's out-of-pocket cost of tuition and books upon completion of the course semester as follows: Fifty percent (50%) of the employee's out-of-pocket cost of tuition and books will be reimbursed by the City upon approval by the City Administrator. Upon successful completion, and provided the employee receives a grade of "C" or better or "Pass" (not a "Drop-Pass"), the City shall reimburse the remaining fifty percent (50%) of the employee's out-of-pocket cost of tuition and books. Documentation must be submitted in writing by the employee to their supervisor at the completion of the course semester showing full payment of tuition and books along with their grade(s).

Upon completion of the approved courses or degreed program, employees must remain employed by the City of Troy for five (5) years to be entitled to the remaining fifty percent (50%) reimbursement. If the employee should leave the City of Troy before completing five (5) years of employment after completion of the approved courses or degreed program, the remaining fifty percent (50%) reimbursement will be forfeited and deducted from the employee's final paycheck.

Section 5. Longevity Benefit. The City shall award Public Works employees a one percent (1%) pay raise as a longevity benefit for every three (3) years of service with the City, effective on the anniversary date of employment. The maximum amount of this benefit is nine percent (9%). Prior to May 1, 2006, if the employee had more than three (3) years' service and less than five (5) years of service since his/her last longevity increase, he/she received a one percent (1%) longevity pay increase effective on that date. For those employees, May 1, 2006, became those employees' longevity date and not his/her anniversary date.

ARTICLE 21

IMRF Retirement

Section 1. Retirement Plans. The retirement plan for Public Works employees will be covered by the Illinois Municipal Retirement Fund (IMRF) Plan. To be eligible for IMRF Pension Plan, an employee must work 1,000 hours annually. The City's and employee's IMRF member contribution rates will apply to all earnings of IMRF members. The employee's contribution rate shall be four and one-half percent (4½%) of all earnings, and this amount will be deducted from the employee's paycheck. The City Administrator shall act as authorized agent in administration of all IMRF member records, files and transactions.

ARTICLE 22

Visitation

Section 1. Union Representatives as City Visitors. Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the City Administrator. Such visits shall not interfere with the normal work duties of the employee. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

ARTICLE 23

Non-Discrimination

Section 1. Disability Accommodation. The City of Troy is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

A reasonable accommodation may be available in accordance with the law to all disabled employees, where their disability affects the performance of essential job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

The City of Troy is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The City of Troy will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The City of Troy is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state and local laws.

Section 2. Equal Employment Opportunity. The City of Troy believes in equal employment opportunity for all individuals without regard to race, color, religion, sex, age, national origin or disability. This policy extends to all terms, conditions and privileges of employment as well as the use of all Troy facilities

and participation of all Troy sponsored activities including, but not limited to, the following:

- a. Recruitment, advertising, and job application procedures.
- b. Hiring, upgrading, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- c. Rates of pay or any other form of compensation and changes in compensation.
- d. Leaves of absence, sick leave or any other leave.
- e. Selection and financial support for training.
- f. Any other terms, conditions or privileges of employment.

As an equal opportunity employer, the City of Troy does not discriminate in its employment decisions on the basis of race, religion, color, national origin, gender, sexual orientation, age, disability or on any other basis that would be in violation of any applicable federal, state or local law.

Harassment, retaliation, coercion, interference or intimidation of any employee due to that employee's race, religion, color, national origin, gender, sexual orientation, age or disability is strictly forbidden, and any employee who experiences such activity should report it in writing immediately to his or her immediate supervisor, the City Administrator or the Mayor.

Section 3. Harassment and/or Discrimination. The City of Troy strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. The City believes that discrimination and/or harassment in any form constitutes misconduct that undermines the integrity of the employment relationship. Therefore, the City of Troy prohibits discrimination and/or harassment that is sexual, racial or religious in nature or is related to anyone's gender, national origin, age, sexual orientation or disability. This policy applies to all employees throughout the City and all individuals who may have contact with any employee of the City. Furthermore, the City of Troy will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

The City of Troy expects that everyone will act responsibly to establish a pleasant and friendly work environment. However, if an employee feels he/she has been subjected to any other form of harassment and/or discrimination, the employee should firmly and clearly tell the person engaging in the harassing and/or discriminating conduct that it is unwelcome, offensive and should stop

at once. The employee also should report any discrimination and/or harassment to his/her immediate supervisor, the City Administrator or the Mayor. That person will take the necessary steps to initiate an investigation of the discrimination and/or harassment claim.

The City of Troy will conduct its investigation in as confidential a manner as possible. A timely resolution of each complaint will be reached and communicated to the employee and the other parties involved. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited. However, any employee that knowingly makes a false claim of harassment and/or discrimination will be subject to disciplinary action, up to, and including termination.

ARTICLE 24

Term of Agreement

Section 1. This Agreement is effective April 1, 2024, continuing in full force and effect until April 30, 2027, and thereafter may continue in full force and effect for successive periods of one (1) year unless notice of intention to terminate or amend is given by certified mail by either party to the other on or before sixty (60) days prior to the expiration date hereof, requesting said Agreement be amended or terminated.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its proper officers or representatives, effective as of the 6TH day of MAY, 2024.

CITY OF TROY, ILLINOIS

**DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

BY:  _____

BY:  _____

DATE: 5-14-24 _____

DATE: 5/16/2024 _____

RC:pss
OPEIU#13
5/2/24

EXHIBIT A

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS MEMBERSHIP APPLICATION AND/OR CHECK-OFF AUTHORIZATION

Name _____ Date _____ Card no. _____
 (Mailing) Address _____ M F Date of birth _____
 City _____ State/Province _____ Zip/Postal code _____
 SS no. _____ Email _____ Phone _____ Hire date _____
 Employer _____ Hourly wage _____
 Class of work _____ Years experience _____ Shift 1 2 3

Membership Application. Check here: To the Officers and Members of Lodge No. _____ (the "Lodge" or "Union"), I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers (IAM). I understand that while I may be required to tender monthly fees to the Union, I am not required to apply for membership or be a member as a condition of employment and that this application for membership is voluntary. As a member, I agree to obey the Constitution of the IAM and the by-laws of my Lodge and to support the principles of trade unionism, and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM: Card no. _____ Lodge no. _____ Location _____ Last dues paid _____

Check-Off Authorization. Check here: I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive one (1) year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. I expressly agree that this authorization is independent of, and not a quid pro quo, for union membership, but recognizes the value of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

Important Notice. I have examined and acknowledge receipt of the attached "Notice to Employees Subject to Union Security Clauses" (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

(Your signature)

(Date)

FORM NO. MR0001-17

This copy to be retained by Local Union No. _____

For Official Use Only

Proposed by _____ Date _____

We, the undersigned Committee, report _____
(Favorable or Unfavorable)

Committee: _____

Amount paid \$ _____ Date _____

Balance of Fee Paid \$ _____ Date _____

Initiated Reinstated Date _____

Classification	Gender
_____ Journeyman	_____ Male
_____ Specialist	_____ Female
_____ Production Worker	
_____ Service Worker	
_____ Helper	
_____ Apprentice	
_____ Technician	

