

***AGREEMENT
BETWEEN
CITY OF CANTON/PUBLIC WORKS
AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO COUNCIL 31/LOCAL NO. 1372***

MAY 1, 2024 – APRIL 30, 2028

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THIS AGREEMENT MADE AND ENTERED INTO BY THE CITY OF CANTON AND COUNCIL 31 ON BEHALF OF LOCAL NO. 1372, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO.

WITNESSETH:

DIVISION 1. PURPOSE AND DEFINITION OF TERMS.

This Agreement has as its purpose the promotion of harmonious relations between the City of Canton and AFSCME Council 31, on behalf of Local 1372; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

1.1 Definition of Terms.

For the purposes of clarification, various terms used in this contract are defined as follows:

- 1.1.1 Employer shall mean the City of Canton and may be referred to as City.
- 1.1.2 Employee shall mean a full-time employee covered by the Agreement.
- 1.1.3 Probationary employee shall mean any newly hired or rehired employee of the City of Canton.
- 1.1.4 Union shall mean the American Federation of State, County and Municipal Employees, Council 31, Canton City Chapter of Local No. 1372, AFL-CIO.
- 1.1.5 Fiscal year shall mean the fiscal year of the City of Canton which is the period of May 1st through April 30th.
- 1.1.6 Hourly rate shall mean the annual salary divided by 2,080 hours.

DIVISION 2. RECOGNITION.

2.1 Bargaining Agent.

The Employer recognizes the American Federation of State, County and Municipal Employees, Council 31 on behalf of Local No. 1372, AFL-CIO, as the sole, exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time positions covered by the Election Agreement, and positions of like kind that may be established.

2.2**Probation Period.**

The employment of all employees covered by this Agreement shall be followed by a six (6) month probationary period. Such probationary period shall be considered a period of test or trial for the employee in relationship to the employee's work and the Employer during which time such employees may be discharged without cause. The probationer shall be notified of the reasons for dismissal and can meet to discuss said reasons. This decision is not subject to the grievance procedure.

2.3**Physical Examination.**

Before being given a position with the City, each employee shall undergo a thorough medical examination, including drug test, by a physician(s) designated by the City, at the cost of the City.

DIVISION 3.**HOURS OF WORK.****3.1****Regular Hours.**

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period; and a fifteen (15) minute break before lunch and a fifteen (15) minute break after lunch, in conformity with Section 11.2.

3.2**Work Shift.**

Eight (8) consecutive hours of work, interrupted only by the applicable lunch period and coffee breaks, shall constitute a normal shift with a regular starting and quitting time, except Sanitation workers whose work shift ends with the completion of their respective duties.

3.3**Workweek.**

The workweek shall consist of five (5) consecutive eight (8) hour days. Clerical employees' workweek shall be designated as Monday through Friday.

3.4**Work Schedule.**

Work schedules showing the workdays and work shifts shall be posted on a department bulletin board at all times. Pursuant to Section 3.6, Employer reserves the exclusive right to unilaterally set regular hours, work shifts, workweeks, shift designations and all matters ancillary or relating thereto as the Employer's requirements or public safety may seem to require. Notwithstanding the foregoing, in the event Employer changes the starting time for Highway employees due to emergencies or weather conditions, the Employer agrees to use reasonable efforts to attempt to discuss with the Union President or his/her designee in advance of the change.

3.5

Shift Designation.

Where a department has only one work shift, that shift will be defined as the first shift for the purposes of this Agreement. Where a department has more than one shift, the first shift will be defined as that shift which begins at 7:00 A.M., the second shift as that shift which begins at 3:00 P.M., and the third shift as that shift which begins at 11:00 P.M. Clerical hours' work shifts shall start at 8:00 A.M. and end at 5:00 P.M.

3.6

Reservation of Rights.

With respect to this Division 3, Employer reserves unto itself the exclusive right to unilaterally set regular hours, work shifts, workweeks, shift designations and all matters ancillary or relating thereto as the Employer's requirements or public safety may seem to require. To the extent not inconsistent therewith, Employer shall use its best efforts to comply with the optimum regular hours, work shifts, workweeks, and shift designations set forth in this Section.

DIVISION 4.

WAGES.

Employees shall be compensated as provided in the Wage and Longevity Schedule, which is attached hereto and made a part hereof.

4.1

Pay Period.

The salaries and wages of employees shall be paid bi-weekly on every other Friday, or the preceding Thursday if Friday falls on a holiday, payroll to include hours worked through the preceding Saturday.

4.2

Call Back Pay.

Any one called back to work will receive two (2) hours pay as a minimum, unless the overtime is contiguous to the employee's work shift. There will be no makeup work if the employee completes his assignment prior to the two (2) hour minimum.

DIVISION 5.

VACATION.

Each employee of the City shall accumulate two (2) calendar weeks (not to exceed ten (10) working days) vacation leave with pay, based upon the employee's last hourly rate used to calculate payroll, upon completion of a full year of service. Employees shall be granted additional vacation leave on the employment anniversary date when each of the following periods have been attained: Employees, after three (3) years of continuous service, shall be granted an additional calendar week of vacation (not to exceed five (5) working days) each year. Employees after ten (10) years of continuous service shall be granted an additional calendar week of vacation (not to exceed five (5) working days) each year. Employees, after fifteen (15) years of continuous service shall be granted an additional calendar week of vacation (not to exceed five (5) working days) per year.

1 year but less than 3 years - 2 weeks vacation
3 years but less than 10 years - 3 weeks vacation
10 years but less than 15 years - 4 weeks vacation
15 years or over - 5 weeks vacation

For employees hired after May 1, 1995, the following vacation schedule shall apply:

1 year but less than 3 years - 2 weeks vacation
3 years but less than 10 years - 3 weeks vacation
10 years or over - 4 weeks vacation
20 years or over- 4 weeks and 2 (two) additional days vacation
25 years or over -5 weeks vacation

Vacations will be scheduled to meet the operating requirements of the City with preference given to the request of an employee with seniority whenever possible.

5.1 Accumulation of Vacation Time.

Vacation time shall be used within 365 days of the anniversary date of accrual, unless the Department Head makes a written request for extension to the office of the Mayor who shall approve or disapprove same. When vacations cannot be granted during the fiscal year, pay in lieu thereof may be given, if mutually agreeable.

5.2 Vacation Rights in Case of Layoff or Separation.

Any employee who is discharged, retired, or separated from the service of the Employer for any reason, prior to using vacation time due, shall be compensated in cash for the unused vacation accumulated at the time of separation.

DIVISION 6. HOLIDAYS.

6.1 Days Designated.

The following days are holidays with pay for all employees: New Year's Day (January 1), President's Day (3rd Monday in February), Good Friday, Independence Day (July 4th), Thanksgiving Day (4th Thursday in November), Memorial Day (last Monday in May), Labor Day (1st Monday in September), Christmas Day (December 25th), Veterans Day (November 11th), the employee's birthday, and beginning in 2012, Martin Luther King Day (3rd Monday in January),.

6.2 Holiday Pay

Each employee shall receive and be paid a "holiday" consisting of eight (8) hours of regular pay applicable to each person, provided, however, that such employee shall be and remain employed by the City both before and after applicable holiday.

6.3

Holidays Worked.

An employee's workday shall be determined by the day on which his shift begins. Should the employee's shift begin on a holiday designated in Section 6.1, and such a day is part of the employee's regular workweek, such employee shall receive and be paid the holiday pay set forth in Section 6.2 in addition to eight (8) hours at the rate of double time, making thereby a total entitlement for such holiday worked of eight (8) hours at the rate of triple time. Employees who are required to work in excess of eight (8) hours will receive triple time for all hours worked in excess of regular eight (8) hours. Employees shall be paid on a prorated basis for hours worked on the holiday designated in Section 6.1, above, when such employee works less than eight (8) hours on the designated holiday.

6.4

Holiday Falling on Vacation or Regular Day Off.

(a) If a holiday occurs during a vacation, employee will receive an extra day's vacation or holiday pay, at the employee's discretion and subject to the prorata pay requirements of Section 6.3, above. If the holiday occurs on a regularly scheduled day off, the employee will receive eight (8) hours additional pay at the straight time rate and subject to the prorata pay requirement of Section 6.3, above.

(b) If the holiday occurs on a regularly scheduled day off, the employee will receive eight (8) hours holiday pay at the straight time rate (pursuant to Section 6.2 above), subject to the prorata pay requirement of Section 6.3 above, and will receive a day off. The days off pursuant to this Section 6.4(b) will be posted by the City, after consultation with the Union, by December 1st of the preceding calendar year.

DIVISION 7.

SICK AND PERSONAL DAYS.

7.1

Computation of Sick Days - Probationary.

Computation of sick/personal days for employees shall be computed with reference to the fiscal year of the City. After sixty (60) days of service, an employee shall earn one-half (1/2) day of personal leave and one-half (1/2) day of sick leave for each month worked during the current fiscal year, to a maximum of five (5) days per fiscal year.

7.2

Illness of Employee.

Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist or other professional medical practitioner, and in the event of illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, partner in a civil union, mother, father, step-parent, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.

7.3

Accrual of Sick Days.

Should any or all of the five (5) sick days be used by the employee during the fiscal year, all unused days shall be accrued. Employee may accrue up to a total of ninety (90) days. Payment up to forty-five (45) days for such accumulation shall be made upon retirement or voluntary separation from employment. Each day shall be valued at one-fifth (1/5) of the then current weekly salary for each unused day. Employees shall also be granted the ability to accrue a maximum of two hundred forty (240) days running concurrently with the ninety (90) days hereinabove, to be used openly only for pension credit with IMRF. Upon retirement, the City shall notify IMRF of the employee's total amount of accumulated sick days for pension credit purposes. Any amount of sick days paid upon separation shall be deducted from the two hundred forty (240) days total.

Each year, an employee who has at least 60 sick days shall have the option to transfer the value of up to 5 sick days into a healthcare retirement account, but in no instance can that employee's balance of sick days drop below 60. At retirement, the employee can choose to be paid or transfer the accumulated 60 sick days into an HRA. The City will establish the appropriate HRA accounts and administer such accounts.

Upon an employee's retirement, the final payout of sick time will be sixty (60) days after the employee's retirement so that there is no penalty to the City by IMRF.

7.4

Personal Days.

Each employee shall begin each fiscal year eligible for six (6) workdays which may be used as personal days. Personal days shall be with pay and shall be valued at one-fifth (1/5) of the then current weekly salary. Personal days may only be used when requested in writing by the employee and approved by the Department Head.

7.5

Pay in Lieu of Personal Days.

Should an employee not use all or any of the five (5) personal days, the employee shall be paid in lieu thereof for each unused day. Personal days may be held over to the next fiscal year by first obtaining written consent of the Department Head and the Mayor prior to the start of the next fiscal year.

7.6

Accrual of Personal Days.

Personal days shall not carry over beyond the fiscal year of accrual unless first approved in writing by the Department Head and the Mayor during the fiscal year of accrual.

7.7

Paid Leave for All Workers Act – Waiver of Requirements

Pursuant to 820 ILCS 192/15(n), the Employer and the Union hereby explicitly, knowingly, and voluntarily waive the requirements, including but not limited to the paid leave requirements, of the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*), as amended.

DIVISION 8

LEAVE

8.1

Disability Leave.

If an employee becomes sick or injured off the job and is temporarily disabled from performing his duty, the employee shall be eligible to receive disability benefits under the City's Loss of Time Insurance Policy.

8.2

Job Related Disability.

In the event of a job-related disability or an injury occurring during an employee's shift or that an employee witnesses, the employee shall immediately notify his or her supervisor and the Department Head.

8.3

Bereavement.

Each employee shall be granted up to three (3) consecutive workdays of paid bereavement leave when a death occurs in the employee's immediate family (immediate family shall include: brother, sister, spouse, parent, parent of spouse (including the preceding step-relatives and adopted parents), domestic partner (as defined in the IFBLA), child, adopted child, stepchild, grandchild, stepfather and stepmother, grandparents, spouse's parents, and legal guardians). Additional time may be granted when reasonable justification is provided to the Department Head.

When a death of an employee's half-brother, half-sister, brother-in-law or sister-in-law occurs, an employee, upon request, shall be granted two (2) consecutive paid days off on the day of the funeral, provided he/she attends the funeral or memorial service.

Any paid time off under this Section 8.3 shall be completed within sixty (60) days after the date on which the employee receives notice of the death of a covered family member or the event that would qualify the employee for leave under the Illinois Family Bereavement Leave Act (820 ILCS 154/1 *et seq.*) or any regulations promulgated thereunder (collectively the "IFBLA"). The City may require reasonable documentation as permitted under the IFBLA in relation to any bereavement leave, paid or unpaid.

In addition to the paid bereavement leave provided above, employees may be entitled to certain unpaid bereavement leave under the IFBLA. To the extent required, the City and Union agree to comply with the IFBLA. Any paid bereavement leave allowed by this Section 8.3 shall be applied towards any permitted leave under the IFBLA.

8.4

Miscellaneous Leave Policies.

The Department Head has the authority to approve other leaves of absence without pay. Such leaves of absence shall be requested by the employee, in writing on forms provided by the Employer, approved by the Department Head, and reported to the Office of the Mayor.

The Department Head may also recommend approval of other leaves of absence with pay. Leaves of absence with pay shall be authorized by the Mayor, in writing, upon written recommendation of the Department Head.

Whenever possible, all leaves of absence shall be requested by the employee in writing on proper forms provided by the City. Additionally, all requests for leaves of absence shall be submitted to the Department Head by the employee, whenever possible, at least three (3) working days prior to the effective date of the requested leave of absence.

Miscellaneous leaves of absence are intended to be used for unexpected, unusual, unanticipated, or emergency situations. Examples of such situations include, but are not limited to: Jury Duty, family health emergencies, and, dental and doctor appointments. Miscellaneous leaves of absence are not intended to be used for additional or unauthorized holidays or vacation days.

No employee may be absent without the permission of the Department Head.

8.5 Jury Duty.

Any full-time employee who has more than thirty (30) days of seniority and who either (a) is summoned and reports for jury duty in a court of record or Grand Jury; or, (b) is required by applicable law to appear for examination by a jury commission prior to such jury service; or, (c) is subpoenaed and reports for witness service in a court of record or Grand Jury, shall be reimbursed by the City for each day on which he would have otherwise have been scheduled to work, with a deduction from his/her pay in an amount equal to the amount the employee received from the Clerk of the Court.

8.6 Military Leave and Reemployment Rights.

Employees who are inducted into the armed services shall be granted the necessary leave of absence without loss of seniority and shall be entitled to resume the previous position with the City, provided, the employee passes the necessary physical examination, and provided he has received an honorable discharge from the armed service, and provided that he submits a written report to the Mayor within thirty (30) days after being released from active duty.

8.7 Family Medical Leave.

The Employer will comply with all the terms and conditions of the Family Medical Leave Act and adopts the same hereunder by reference.

DIVISION 9 SPECIAL PAY PROVISIONS.

9.1 Overtime Pay.

Employees required to work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1/2) times their regular rate of pay for all hours worked in excess of the employee's regularly scheduled forty (40) hour workweek.

9.2**Night and Weekend Bonus.**

Employees who are assigned to the second or third shifts and 7:00 A.M. shift on the weekend as defined in paragraph 3.5, shall be paid a bonus of five (5) percent added to the basic hourly wage for each week so worked.

Employees performing the insecticide application for the City shall be paid a bonus of (5%) five percent while performing such work.

9.3**Temporary Assignment Pay.**

Employees temporarily assigned to a position paying a higher rate of pay shall receive such higher pay rate, on pro rata basis.

9.4**Compensatory Time Off.**

Compensatory time off may be given when the employee agreed to work in excess of the employee's regular shift for compensatory time. Compensatory time off shall be calculated at the rate of one and one-half (1 1/2) times the hours actually worked and may be accrued up to twelve (12) days. Should the employee not use his accrued days by the end of the fiscal year after accrual, employee shall be paid in lieu of the accrued time. Employee may request the continued accrual of said days by written request to the Department Head, and the Mayor.

9.5**Training.**

Any employee authorized to attend a training school shall be paid for time incident thereto at his regular hourly rate in accordance with the Fair Labor Standards Act (FLSA).

9.6**Overtime Rotation.**

Overtime worked shall be equally rotated in seniority order among the qualified employees within the department, and by classification, as far as is practical. Employer will make every effort to keep overtime equalized within twenty (20) hours to the closest person within that classification. Hours shall be carried over from year to year and shall be reduced at the end of each fiscal year by the lowest number on the list. Any new employee entering an overtime list, whether a new employee or promotion, or transfer, etc., shall be credited with one (1) hour more than the employee with the most hours, thus placing the new employee at the bottom of the overtime list.

An overtime list shall be posted and maintained up to date by the Department Head.

Should no employee volunteer for the overtime opportunity, a bargaining unit employee shall be mandated to work the overtime. Mandatory overtime will begin with the least senior employee being ordered first and rotating to the second least senior employee (and so on) until each employee has been ordered before beginning with the least senior employee again. Failure to answer a call to work a mandatory overtime assignment or

failure to report for a mandatory overtime assignment may subject an employee to discipline, up to and including termination.

DIVISION 10. CLOTHING ALLOWANCE.

10.1 Protective Clothing and Equipment.

If any employee is required to wear protective clothing or any type of protective device as a condition of employment for the purpose of ensuring the safety and health of the employee, such clothing or device will be furnished by the Employer. Additionally, the Employer shall provide a uniform or protective clothing (e.g. jumpsuit) to employees required to handle chemicals at the water, sewer plants, street, garbage and system maintenance departments. Additionally, each year in September the Employer and the Union will meet to review the required protective clothing.

The City shall supply uniforms and the cleaning cost of the uniforms for the Mechanic position.

DIVISION 11. MEAL PERIODS AND BREAKS.

11.1 Paid and Unpaid Meal Periods.

All employees, with the exception of Water Plant Operators, shall be granted an unpaid lunch period. Water Plant Operators shall be granted a twenty (20) minute paid lunch period. In all other cases, each Department's lunch period shall be a minimum of thirty (30) minutes, but in no case shall the lunch period exceed one (1) hour. Clerical employees shall be granted a one (1) hour unpaid lunch period. Whenever possible, the lunch period shall be scheduled at the middle of each shift, provided, however, that the same shall never interfere with assigned or emergency duties.

11.2 Break Periods.

All employees shall be entitled to two (2) breaks during their shift, one to be taken between the beginning of the shift and lunch period and the second to be taken between the lunch period and the end of the shift, provided however, that the same shall not interfere with assigned or emergency duties. Each break shall not exceed fifteen (15) minutes in length.

DIVISION 12. EMPLOYEE'S INSURANCE.

12.1 Payment.

Effective May 1, 2024, employees shall pay 25% of the applicable healthcare premium. The City shall pay the balance of the premium. Payments shall be through pretax payroll deduction, to the extent permitted by law.

“Applicable healthcare premium” means the healthcare premium associated with the health insurance plan the employee is enrolled through in the City (e.g. PPO or high deductible healthcare plans). “Health insurance plan” is defined as the City’s healthcare coverage including dental for employees and their dependents. In the event the city elects to become self-insured for purposes of healthcare and/or dental coverage, the City and the Union agree (i) to negotiate, in good faith, the definition of “applicable healthcare premium” under this Section 12.1 in order to effectuate the implementation of any said self-insurance coverage and (ii) that Section 12.4 shall be deemed null and void.

12.2

Coverage.

Effective May 1, 2014, the amount of the insurance coverage shall be at least as much as the coverage in force at the signing of this Agreement. Term life insurance for a spouse and dependent child over six (6) months of age and under the age of 18, or if in college under the age of 21, shall be \$10,000.00, and term life insurance for employee shall be \$40,000.00. Life insurance coverage for active employees at age 65 decreases by 35% and at age 70 decreases by 50%. Life insurance coverage shall be for all employees and dependents without consideration of whether the employee or dependents are covered under the City’s healthcare plan. Disability pay shall be two-thirds (2/3) of the employee's normal paycheck. Should the City decide that a change in insurance companies is beneficial; the proposed new coverage shall be submitted to the Union for its information and review.

Employees shall be required to take generic prescriptions, when available. The co-pay for prescription coverage shall increase to \$10.00 for generic drugs.

12.3

Insurance Committee.

A Joint Health Insurance Committee shall be formed and be comprised of the following persons who accept invitations to participate:

1. A Representative of City Council
2. A Representative of I.A.F.F. Local 1897
3. A Representative of A.F.S.C.M.E. Local 1372
4. A Representative of P B & P A Unit 52
5. A Representative of Non-Represented Employees
6. A Representative of Management
7. A Park District Representative
8. A Parlin Ingersoll Representative

This committee shall be empowered to research and analyze the existing coverage and benefits, as well as, available plans to recommend possible changes to and/or additions to the existing plan. The committee shall only make recommendations to modify the existing plan with a 2/3 majority vote of the committee. No recommended change shall substantially change the benefit levels and coverage of the existing plan. Also this committee will be empowered to hear complaints on insurance payments. The City shall have the final authority on any recommended changes or appeals on payments. Changes already agreed upon by the parties are listed on Exhibit A attached hereto.

12.4 Internal Revenue Code Section 125 Plan.

Beginning May 1, 2009, the Employer shall establish an Internal Revenue Code Section 125 Plan. To the extent health insurance premiums are not already deducted pretax for employees, employees may elect to have insurance premiums paid through the Section 125 by making the appropriate election annually. The Plan will also cover such other elected Plan coverage amounts they may choose from the Section 125 Plan. Such amounts shall be pretax.

DIVISION 13. RETIREMENT.

13.1 Retirement Insurance

The insurance coverage for retired employees shall consist of the overall group plan of hospital, health, dental and life insurance coverage offered to employees of the City. The insurance coverage may change from time to time as it changed for the entire group and the City reserves the right to change coverages or premium co-pays for the entire group without discrimination between its employee participants and its retiree participants. Continuation for the retiree's spouse will be in accordance with the terms and conditions of the policy provisions as they may exist from time to time for the termination of the "retirement or disability period" and continued coverage is conditioned upon the retiree's obligation to pay the monthly premium directly to the municipality in accordance with the premium payments determined by the City. Notice of continued coverage and election of continued coverage shall be in accordance with 215 ILCS 5/367j as it exists or is amended from time to time.

Life insurance coverage for retirees prior to age 65 shall be \$10,000.00. Life insurance coverage for retirees decreases by 35% at age 65 and decreases by 50% at age 70. Upon retirement of the employee, life insurance coverage for spouse/dependents terminates.

13.2 Retired Employees - Before May 1, 1994.

For employees who have retired before May 1, 1994, and who have twenty (20) years of service and who have reached fifty (50) years of age, or who have twenty-five (25) years of service regardless of age, the Employer shall pay the full amount of the applicable insurance premium. Premium payment shall be for the retiree, retiree's spouse, and dependent children. Retired employees who become reemployed where insurance coverage is provided by the new employee shall be excluded from this provision. Upon attaining his age of sixty-five (65) years or such other age as Congress may subsequently determine this coverage shall terminate and the retired employee shall make application to Medicare or to its successor program. The retired employee shall have the option of purchasing Medicare supplement insurance at his expense through the City's group insurance carrier, if available.

13.3 Retired Employees.

Employees who retire after May 1, 1994, and before May 1, 2009, regardless of age, shall pay a premium equal to 3% of their pension. Employees who retire after May 1, 2009

and before April 30, 2017 shall pay a premium equal to 20% of the total healthcare premium (including dental) for single and dependent coverage. Employees who retire from May 1, 2017 and thereafter shall pay a premium for single and dependent coverage equal to the percentage that they were paying when they were an active employee under this Agreement. Payments shall be paid in twelve (12) equal monthly installments. Premium payments shall be for the retiree, retiree's spouse, and dependent children. Retired employees who become reemployed where insurance coverage is provided by the new employer shall be excluded from this provision. Upon attaining the eligible age of 65 years for Medicare or such other age as Congress may subsequently determine, this coverage shall terminate and the retired employee shall make application to Medicare or to its' successor program. The retired employee shall have the option of purchasing Medicare supplement insurance at his/her expense through the City's group insurance carrier, if available.

13.4 Disabled Employee and Spouse and Dependents of Deceased Employee.

A permanently disabled employee and the surviving spouse and dependent children of a deceased employee shall participate in the City's Insurance Plan subject to the provisions of Section 13.3 above. This Section shall apply only to spouses of disabled/deceased employees who are lawfully married to such employee at the time the disability/death occurs.

DIVISION 14. TRAVEL AND TELEPHONE REQUIREMENTS.

14.1 Employee's Use of Personal Vehicle.

When an employee is authorized or required to drive a personal car for purposes related to employment, the employee shall be compensated therefore at the Internal Revenue Service rate as it exists from time to time for each mile necessarily traveled.

14.2 Telephone Requirements.

Employees shall be required to have a telephone in their residence or to provide the Department Head with a telephone number where the employee may be reached. The employee shall keep the Department Head advised, in writing, of such phone number and of any changes thereto.

DIVISION 15. MONTHLY DEPARTMENTAL MEETINGS AND LABOR/MANAGEMENT MEETINGS.

15.1 Payment for Attendance.

Routine monthly departmental meetings of all employees and quarterly labor/management meetings may be called from time to time for the purpose of receiving and disseminating necessary information. Labor/management meetings may be called by mutual agreement of the parties. Employees' attendance at such monthly departmental meetings shall be considered as time at work for the purpose of this Agreement for one and

one-half (1 1/2) hours. Should said meeting exceed this time period, all employees in attendance shall be paid for the actual time spent in excess of one and one-half (1 1/2) hours.

DIVISION 16. CHECK OFF SYSTEM AND UNION SECURITY.

16.1 The Employer agrees to deduct Union dues from the pay of those employees who individually request in writing that such deductions be made. Such deduction will be split evenly and made from the first two pay checks in the month. The amount to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement including their names and social security numbers, to the representative by the fifteenth of the succeeding month, after such deductions are made.

16.2 The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union to the extent permitted by law. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions, or as may be required by law.

16.3 The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization or termination of this Agreement. The Employer shall not be obligated to deduct dues from an employee's pay during any month in which the Employee's pay is less than the amount to be deducted.

16.4 The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary deductions from a member of the bargaining unit unless directed to do so by the Union, or unless regulated by law. If any bargaining unit member requests a change in membership/dues status, the bargaining unit employee will be directed to the Union.

16.5 The Employer, including its officers, supervisors, managers and/or agents, shall not discourage any bargaining unit employee from being a Union member or otherwise participating in Union activities. All inquiries about Union membership shall be referred to the Union.

16.6 The Employer shall make available Union deduction cards to Employees. Such cards shall be supplied by the Union.

16.7 In order to protect its employees from harassment or invasion of privacy, the Employer will not supply information in response to third party Freedom of Information Act ("FOIA") (5 ILCS 140/7) requests that is "private information" exempt from disclosure under FOIA, unless approved by the Employer's legal counsel or otherwise required by law (e.g. subpoena) or court order.

16.8 The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, liability, or damages arising from any action taken by the Employer in complying with this Division 16 or any portion thereof.

DIVISION 17. SETTLEMENT OF GRIEVANCES.

17.1 Purpose.

Amicable settlement of grievances between Employer, employee and/or Union is recognized in principle and with the intention that the same shall be applied in practice to the fullest extent possible.

17.2 Method.

Grievances shall be referred to the appropriate Department Head, in writing, within ten (10) calendar days of the date on which the grievance occurred. The Department Head shall respond in writing to each such grievance within ten (10) calendar days following receipt of the written grievance. If the grievance thereafter subsists, it shall be referred in writing to the Chairperson of the City's standing Committee on Grievance, Negotiation and Personnel within ten (10) calendar days after the response by the Department Head is made. The Committee shall thereafter meet with the aggrieved employee and/or his representative, if any, within fourteen (14) calendar days of submission of the written grievance to the Committee. Following such meeting, the Committee shall make its written answer within fourteen (14) calendar days following such meeting. If the grievance yet remains, it shall, within ten (10) calendar days of the committee's written answer, be submitted to the Mayor in writing. The Mayor shall make written answer within ten (10) calendar days of receipt of the written grievance.

Any of the timelines provided for herein may be increased upon agreement between the Union and the City.

All grievances and/or answers hereunder may be served by personal service, hand delivery, or by e-mail upon the (i) Department Head; (ii) Chairperson of the Committee on Grievance, Negotiation, and Personnel; (iii) Mayor; (iv) or Union President, as applicable. In all events, a copy of any grievances submitted to the (i) Department Head; (ii) Chairperson of the Committee on Grievance, Negotiation, and Personnel; or (iii) Mayor, shall also be sent via e-mail to the City Attorney at his or her e-mail address as listed on the City's website or otherwise as may be provided to the Union President from time-to-time. Ready to TA.

17.3 Arbitration.

If, after the foregoing grievance process has been fully completed, the grievance yet subsists, either party, Employer or Union, may invoke binding arbitration within seven (7) calendar days of the Mayor's written answer by giving written notice of referral to the other party.

17.4**Authority of Arbitrator.**

The authority of the arbitrator is specifically limited to the interpretation of the terms of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be without power to make decisions contrary to or inconsistent with any applicable ordinance, resolution law or statute. The arbitrator shall make his decision strictly in accordance with the rules of evidence applicable to the Circuit Courts in Illinois, shall determine the rights of the parties according to law, shall make full and complete findings of fact and his award shall be based upon the preponderance of competent evidence. The arbitrator may refer questions of law to the Fulton County Circuit Court (Ninth Judicial Circuit) for determination.

This Section shall not be construed to be a delegation to the arbitrator of authority to determine matters relating to the establishment of wages, hours of employment, or working conditions.

17.5**Application of Evidence Rules.**

The rules of evidence applicable to the Circuit Courts in Illinois shall be applied to arbitration proceedings hereunder as they are customarily applied in other administrative hearing proceedings in the State of Illinois.

17.6**Make Up of Arbitrator.**

The arbitrator shall be composed of three (3) persons who shall be picked in the following manner: Each of Employer and the Union shall submit separate lists of twelve (12) persons each. Names shall be stricken from the respective lists by the other party with the Union striking the first name. The last remaining name on each list shall be named as members of the arbitration panel. Those two (2) arbitration panel members shall then agree upon a third, impartial panel member to complete the make up of the arbitration panel. A majority vote of the arbitration panel shall determine the issues(s). An abstention or refusal to vote by a panel member shall be construed to be an "aye" vote.

17.7**Court Report; Cost of Arbitration.**

A qualified court reporter shall be present at all arbitration hearings and shall make a full and complete record thereof. The parties to the arbitration hearing shall equally share the costs of such court reporter. Any party requesting a transcript of the hearing shall bear the cost thereof except that if both parties request a transcript, they shall equally share the total cost thereof.

17.8**Interest or Negotiation Impasse Arbitration.**

Nothing in this Agreement shall ever be interpreted to mean that the parties hereto have in any way hereby agreed to "interest" or "negotiation impasse" arbitration. This

binding arbitration procedure is intended to provide a means of finally resolving disputes or differences of opinion as to the interpretation of this Agreement.

17.9 Effect of Arbitration.

Subject to the appeal procedure hereinafter set forth, the decision of the arbitrator shall be final.

17.10 Appeal.

Any party may appeal the decision of the arbitrator to any Court of competent jurisdiction. Implementation of the arbitrator's decision shall be automatically stayed pending the resolution of any such appeal.

17.11 Grounds for Appeal.

Grounds for appeal shall be those which existed at common law, which the parties hereby agree were: Fraud, corruption, evident partiality, that the arbitrator exceeded his authority, irregularities in the proceedings which deprive a party of a fair and impartial hearing, gross errors of law or fact, plain mistake of law, and mistake of law (which the parties agree does not have to be shown on the face of the award). Other grounds for appeal shall be where: The award was procured by corruption, fraud or other undue means; there was evident partiality by an arbitrator appointed as a neutral or corruption in any one of the arbitrators or misconduct prejudicing the rights of any party; the arbitrator exceeded his power, the arbitrator refused to postpone the hearing upon sufficient cause being shown therefore or refused to hear evidence material to the controversy or otherwise so conduct the hearing as to substantially prejudice the rights of a party.

17.12 Time for Appeal.

All appeals shall be filed within thirty (30) days of the party's receipt of the arbitrator's written, final decision. Receipt of the final, written decision shall be presumed thirty-five (35) days after the date of the decision.

DIVISION 18. DISCIPLINE AND DISCHARGE.

18.1 Conduct.

It is recognized that if an employee's conduct falls below a desirable standard, the employee may be subject to disciplinary action or discharge.

18.2 Discipline.

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) Oral Reprimand
- (b) Written Reprimand

- (c) Suspension
- (d) Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as reasonably possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. Among other acts, any criminal act of an employee shall be justification and/or reason for immediate suspension or dismissal of the employee. The parties recognize that the Employer need not always strictly follow the order of disciplinary action or measures set forth above when it is reasonably determined that the offense reasonably requires imposition of a form of discipline other than that initially set forth in the foregoing order of disciplinary action or measures.

In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the investigation of the matter.

18.3 Manner of Discipline.

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

18.4 Discharge.

The Employer shall not discharge any non-probationary employee without cause. If, however, the Employer is convinced that there is cause for discharge, the employee will be advised of the grounds for discharge, and as soon thereafter as is practical the employee's Union Representative will be notified in writing that the employee has indeed been discharged.

Any employee found to be discharged without cause shall be reinstated at the recommendation of the City Council with full restoration of the employee's benefits and seniority and other conditions of employment.

18.5 Removal of Discipline.

Any written warning or discipline imposed for tardiness or absenteeism shall be removed from an employee's record, if, from the date of the last warning or discipline, two (2) years pass without the employee receiving an additional warning or discipline for such offense. Such removal shall be at the request of the employee, in writing, but in any case shall not be used against the employee.

DIVISION 19.

SENIORITY.

19.1

Definition.

Seniority means an employee's length of continuous service with the Employer from the employee's last date of hire.

19.2

Breaks in Continuous Service.

The employee's seniority shall begin with the date of employment with the City and shall extend to the date of the employee's resignation or discharge for cause. Months of layoff and months spent in non-union positions do not count toward seniority. Temporary full time employees shall be allowed credit for seniority for continuous past month's service if hired on a permanent basis without a lapse in employment.

Seniority shall be forfeited for any of the following reasons:

- (a) Employee resigns.
- (b) Employee is discharged for cause.

An employee's seniority shall be preserved only in the event of the reinstatement of a discharged employee by the City Council after that body has judged that the employee's discharge was not for cause.

19.3

Promotions.

The term promotion, as used in this provision, means the advancement of an employee to a higher paying position and/or the reassignment to a position of greater responsibility or to one requiring a greater skill.

Whenever a job opening occurs, other than a temporary opening, the Department Head shall advise all employees of the opening by posting a notice of the opening on all bulletin boards for ten (10) working days. After the Department employees have an opportunity to bid for shift vacancies within the Department, the resulting vacancy and shift will be posted. The posting shall contain the required knowledge/skills/abilities, rate of pay for a probationary employee in said position (according to this Agreement), work location, job description, and any other requirements of the job. Qualified employees may transfer from another Department by seniority. When the qualified employee has been selected, he/she shall be transferred to the new position within thirty (30) working days. Such transfer does not necessarily mean a promotion of the employee. If a non-union employee returns to the bargaining unit, it shall be to a posted position. Any employee awarded a new position within the City shall be required to undergo a physical examination by a Physician of the City's choice to insure they are able to perform such work. Any cost for such physical shall be paid for by the City. This shall in no way give cause for the employer to terminate or cease employment from the old position if employee does not pass the physical for the new position he/she has submitted a bid on.

During this period, employees who wish to apply for an open position or job may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.

The Employer shall fill the opening by promoting or hiring from among the applicants that person who, in the judgment of the Employer, is best suited for the position, based upon the applicant's past record of abilities and performance.

Where the employees are equally qualified, the employee with the greatest seniority shall be given preferential treatment.

Temporary job openings are defined as job vacancies which may periodically develop in any job classification and which do not exceed sixty (60) days. However, upon notification, temporary job openings may be extended over sixty (60) days, with mutual agreement, but the position is not to be made a permanent position over an extended period of time.

Temporary job openings shall be filled by Department Head's assignment or reassignment of employees, based upon the Department Head's judgment of the suitability of the employee to the assignment or opening.

Any employee temporarily assigned to a classification other than his/her regular classification shall be paid in accordance with Section 9.3 herein.

19.4 Demotions.

It is the policy of the City to avoid demotions whenever and wherever possible.

The term, demotion, as used in this provision, means the reassignment of an employee from a position in one job classification to a position in a job classification of lower pay and/or less responsibility and/or a classification requiring less skill.

Demotions shall be made only to avoid laying off employees or discharging an employee who has demonstrated by their performance that the position in which the employee is employed is beyond the employee's capabilities.

19.5 Layoffs.

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in accordance with the needs of the City. Decisions concerning layoffs will be based on the operational needs of the City and budgetary constraints. No layoffs will be made without the approval of the Mayor. Wherever practical, employees will be laid off in reverse seniority order by department and qualifications. All part-time and temporary employees will be laid off prior to any full time employee in each Department. This does not require the Employer to layoff a part-time employee in another Department before laying off a full time employee unless otherwise provided for under this Section.

For all employees except clerical, if an employee in one classification is to be laid off, that employee may bump down to the next lower classification provided that employee has more seniority than an employee in the lower classification. (i.e. heavy equipment operator to a truck driver; laborer classification)

For clerical employees the least senior employee will be laid off first. Any vacant position will be posted and filled by seniority. If no employee bids for the vacant position, then the least senior employee will be assigned to that vacancy.

19.6 Recall.

Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. Employees on the layoff list will retain the right of recall for a period of three (3) years or the length of their service which ever is less.

19.7 Consolidation or Elimination of Jobs.

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to apply for a transfer to any other open position in the service of the Employer. Any employee whose application for transfer to any open position is accepted by the Employer shall be given any training needed to perform satisfactorily the job to which the employee is transferred.

In the event that the transfer is not acceptable to the employee, then provision 19.5 of this Agreement shall prevail.

19.8 Transfers.

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

Employees requesting transfers shall receive just consideration by the Department Head. In the event that employee is not satisfied with the decision, the employee may request a meeting with the Department Head's superior, with the explicit guarantee under the terms of the Agreement that no disciplinary action shall be taken against the employee for making such a request.

19.9 Shift Preference.

With mutual agreement of the parties involved and the Department Head, employees shall be allowed to trade work shifts.

19.10**Advanced Notice of Retirement.**

All employees who provide the City of Canton notice of their intent to retire within the next fiscal year (May 1 – April 30), but no later than February 28th of the year preceding said fiscal year, will be paid \$100.00 per month for each month (beginning May 1st of the next fiscal year) until their month of retirement, up to a maximum of one year (or \$1,200.00). This amount will be payable upon their final paycheck following retirement. For example, if an employee is intending to retire on March 15th, then the employee should give notice to the City of Canton by February 28th of the prior calendar year. If the employee fails to retire upon said retirement date, then he/she will forfeit the rights to any payments under this section, he/she will become ineligible for any payments under this section in the future, and he/she will be required to give at least one (1) year's notice, to the extent reasonably possible, prior to the employee's actual retirement.

DIVISION 20**EDUCATION EXPENSE.****20.1****Reimbursement.**

The City shall reimburse the employee for tuition and books required for attending any job related course or for attending any course required for a job related degree, in the amount not reimbursed by other agencies, provided such was approved in advance by the Department Head. The above requirement would be contingent upon the successful completion of such course. The City will also pay the cost for continuing education to maintain this license.

DIVISION 21**RESIDENCY REQUIREMENT.****21.1****Proximity to Canton.**

Any employee shall become a resident of the city of Canton, or reside within a fifteen (15) mile radius of City Hall, within sixty (60) days after expiration of such employee's probationary period, if the employee is to continue as an employee of the City.

DIVISION 22**GENERAL PROVISIONS.****22.1****Status of Employer.**

All benefits provided hereunder shall remain in full force and effect for the term of this Agreement.

Nothing in this Agreement shall be construed to negate the status of the Employer as a municipal Employer and any provisions hereof which, be interpretation or otherwise, would abridge or restrict the power and authority conferred by law on the Employer as a municipal Employer shall be void and of no effect.

22.2**No Strike or Lock Out.**

The Employer agrees that there shall be no lock out during the term of this Agreement. The Union agrees that there will be no strike by itself and that it will not authorize or encourage any strike by any employees during the term of this Agreement. At no time, however, shall the employee be required to act as strike breakers or to cross the picket line of a legally authorized strike at employee's place of employment.

22.3**Assistant Department Heads.**

It is hereby specifically recognized and agreed by the parties the assistant Department Heads are management personnel. Accordingly, assistant Department Heads shall not belong to the Union or participate in work slowdowns, work stoppages, or strikes.

Notwithstanding anything in this Agreement to the contrary, non-bargaining unit employees shall be permitted to do bargaining unit work in emergency situations, work incidental to their job when a bargaining unit employees is scheduled to work the same hours, or when employees are not reasonably available.

22.4**Titles or Headings.**

Any titles or headings in this Agreement are inserted solely for the convenience of reference and shall not be deemed to limit or affect the meaning, construction or effect of any provision of this Agreement.

22.5**Totality.**

The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, both parties had the unlimited opportunity to present all demands and proposals and that this Agreement shall constitute the entire agreement between the parties for its duration.

22.6**Conflict with Existing Policies or Regulations.**

If there is a conflict between an existing City policy or regulation and an expressed term or provision of this Agreement, the term or provision of this Agreement shall apply. If there is conflict between the new collective bargaining legislation which went into effect July 1, 1984, and an expressed term or provision of this Agreement, the term or provision of this Agreement shall apply.

22.7**Pledge Against Discrimination and Coercion.**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer's representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

22.8 Union Bulletin Board.

The Employer agrees to furnish and maintain bulletin boards in convenient places in each work area to be used by the Union.

22.9 Union Activities on Employer's Time and Premises.

The Employer agrees that during working hours, on the Employer's premise, and without loss of pay, Union representatives shall be allowed to:

- (a) Collect Union dues, initiation fees, and assessments (if these funds are not collected through payroll deductions);
- (b) Post Union notices;
- (c) Process and investigate grievances;
- (d) Solicit Union membership during other employee's non-working time;
- (e) Attend negotiating meetings;
- (f) Transmit communications, authorized by the local Union or its officers, to the Employer or the Employer's representatives; and,
- (g) Consult with the Employer, the Employer's representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

22.10 Visits by Union Representatives.

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local Union representatives, district council representatives, or international representatives, shall have full and free access to the premises of the Employer at any time during normal working hours to conduct official Union business, their visits to the premises to be scheduled in such a manner as to insure the free and uninterrupted continuation of the work process.

22.11 Work Rules.

All substantive changes in work rules with the exception of changes necessitated by emergency conditions shall be posted on the departmental bulletin board for a period of five (5) workdays before becoming effective upon adoption of the appropriate ordinance and budget by the City Council.

22.12 Safety and Health

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

22.13 Savings Clause.

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to invalidate that Section or portion thereof, until a time, as mutually agreed to negotiate that Section or portion thereof.

22.14 Personnel Files.

Personnel files for all employees are located in the office of the City Clerk. Any employee shall be permitted to review their file during normal business hours of the City Clerk. Any Union representative desirous of reviewing Union member's personnel file must have the authority of the employee whose file is to be reviewed, in writing. All personnel files must be reviewed in the office of the City Clerk, and no documents contained in the personnel files will be permitted to leave the office of the City Clerk. Copies of any documents which are to be placed in an employee's personnel file will be given to the employee.

22.15 Reservation of Rights.

The Employer specifically reserves to itself, without limitation, the power to unilaterally and in its sole discretion, eliminate, abolish, alter, organize, reorganize, consolidate, or merge the departments, or, any classification, position, job or job function now in existence or which may thereafter be created. Further, it is not the intention of either the Employer or of the Union that the Employer transfer or delegate any municipal power, function, privilege, or authority to control any of the same to the Union, the City employees, or to any third party or person.

22.16 Wellness Program

The City of Canton adopts and incorporates herein the Graham Hospital Association Well Bucks Incentive Program (Copy Attached). Employees will be permitted to participate in the Program and earn points in accordance with the Program established and presented by Graham Hospital. The Program's terms and conditions of the Graham Hospital Association Well Bucks Incentive Program shall apply from May 1,

2007 through and including February 19, 2008. Beginning February 20, 2008, employees will be permitted to participate in the Wellness Program and earn points in accordance with the Program adopted by the City of Canton on February 20, 2008. The Program's terms and conditions may be changed from time to time by the City of Canton and the same shall apply to the City of Canton employees through their participation in the program.

Wellness Program benefits will be awarded each year on December 1st.

DIVISION 23

TERMINATION.

This Agreement shall be effective for the entire period of the fiscal years 2024-2025, 2025-2026, 2026-2027, and 2027-2028 of the Employer. At the end of that time, it shall terminate, and shall be of no effect, unless agreed to otherwise by both parties in writing no less than sixty (60) days prior to May 1, 2028, that they desire to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to May 1, 2028. This Agreement shall remain in full force and effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall be May 1, 2028.

23.1

Effective Date of Agreement.

All provisions and benefits of this Agreement shall be effective May 1, 2024. Retroactivity will be given to all employees who were on the payroll as of the date of the execution of this Agreement.

DIVISION 24.

COMMERCIAL DRIVER LICENSES.

Employees required as a condition of employment to have a commercial driver's license as defined by the Illinois Commercial Motor Vehicle Safety Act shall be allowed to take any required examination during work hours, unless said commercial driver's license (CDL) is required at the time of application (which shall be designated in the job posting). In the event an employee is in good standing, the City may allow applicants for positions in which the CDL is not required at the time of application to utilize City equipment, if it is available. In the event an existing employee is not in good standing (i.e. is subject to pending or imposed discipline or suspension, has violated the law, and/or fails to timely review his or her CDL), the City may require any said employee(s) to reimburse the City the cost of the fuel and/or employee expenses necessary to accompany the applicant-employee for the use of any City Equipment. Nothing in this Section requires the City to allow any employee whom is not in good standing to use any City equipment for any testing or retesting for any license. For situations where the CDL is not required at the time of application, the City shall pay any fee required by law in connection with initial testing or retesting for any such license, provided that any retesting is performed prior to the expiration of the commercial driver's license and not the result of the employee's violation of law. If an

employee subsequently fails to obtain the required CDL within thirty (30) days of selection for the position by the City where the CDL is required (but not at the time of application), for any reason, or an employee fails to maintain his or her CDL for a position in which it is required (either at the time of application or 30 days after selection for the position, as applicable) the employee may be terminated without any right to the grievance procedures set forth in this Agreement. The City shall have the exclusive right to determine which City employees and how many City employees shall be licensed at City expense, as aforesaid.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the foregoing Agreement in two (2) originals, each of which is hereby declared to be an original for all purposes. Dated this 29 day of July, 2024

CITY OF CANTON, ILLINOIS


Mayor of the City of Canton, IL

ATTEST:


City Clerk

AMERICAN FEDERATION OF STATE, COUNTY
MUNICIPAL EMPLOYEES, LOCAL 1372, AFL-
CIO


ATTEST: 

CITY OF CANTON / AFSCME LOCAL NO. 1372: WAGE AND LONGEVITY SCHEDULE

	4.00%	4.00%	3.50%	3.50%
	FY 25 05/01/2024- 04/30/2025	FY 26 05/01/2025- 04/30/2026	FY 27 05/01/2026- 04/30/2027	FY 28 05/01/2027- 04/30/2028
CUSTODIAL BASE – Buildings & Grounds Custodial				
Probation (0-6 mos)	\$44,414	\$46,191	\$47,807	\$49,481
Probation - 1st yr (7-12 mos)	\$47,821	\$49,734	\$51,475	\$53,276
Starting 2 nd Year	\$51,485	\$53,545	\$55,419	\$57,358
Starting 3 rd Year	\$54,722	\$56,911	\$58,902	\$60,964
Starting 5 th Year	\$61,435	\$63,892	\$66,129	\$68,443
Starting 10 th Year	\$61,988	\$64,468	\$66,724	\$69,059
Starting 15 th Year	\$62,535	\$65,037	\$67,313	\$69,669
Starting 20 th Year	\$63,146	\$65,672	\$67,970	\$70,349
Starting 25 th Year	\$63,792	\$66,343	\$68,665	\$71,068
Starting 30 th Year	\$64,429	\$67,006	\$69,351	\$71,779

CATEGORY I – Laborer, Truck Driver; Plant Operation without License; Meter Reader; Maintenance Man				
Probation (0-6 mos)	\$48,296	\$50,227	\$51,985	\$53,805
Probation - 1st yr (7-12 mos)	\$51,740	\$53,810	\$55,693	\$57,642
Starting 2 nd Year	\$55,431	\$57,648	\$59,666	\$61,754
Starting 3 rd Year	\$58,712	\$61,061	\$63,198	\$65,410
Starting 5 th Year	\$65,522	\$68,143	\$70,528	\$72,996
Starting 10 th Year	\$66,107	\$68,751	\$71,157	\$73,648
Starting 15 th Year	\$66,687	\$69,354	\$71,782	\$74,294
Starting 20 th Year	\$67,356	\$70,050	\$72,502	\$75,039
Starting 25 th Year	\$68,023	\$70,744	\$73,220	\$75,783
Starting 30 th Year	\$68,703	\$71,452	\$73,952	\$76,541

CATEGORY II – Heavy Equipment Operator; Technician and Welder				
Probation (0-6 mos)	\$52,357	\$54,451	\$56,357	\$58,329
Probation - 1st yr (7-12 mos)	\$55,812	\$58,044	\$60,076	\$62,178
Starting 2 nd Year	\$59,498	\$61,878	\$64,044	\$66,286
Starting 3 rd Year	\$62,765	\$65,276	\$67,560	\$69,925
Starting 5 th Year	\$69,614	\$72,399	\$74,933	\$77,556
Starting 10 th Year	\$70,200	\$73,008	\$75,563	\$78,208
Starting 15 th Year	\$70,776	\$73,607	\$76,183	\$78,850
Starting 20 th Year	\$71,486	\$74,346	\$76,948	\$79,641
Starting 25 th Year	\$72,199	\$75,087	\$77,715	\$80,435
Starting 30 th Year	\$72,921	\$75,837	\$78,492	\$81,239

CITY OF CANTON / AFSCME LOCAL NO. 1372: WAGE AND LONGEVITY SCHEDULE

	4.00%	4.00%	3.50%	3.50%
	FY 25	FY 26	FY 27	FY 28
	05/01/2024- 04/30/2025	05/01/2025- 04/30/2026	05/01/2026- 04/30/2027	05/01/2027- 04/30/2028
CATEGORY 3 – Plant Operator Class D/IV				
Probation (0-6 mos)	\$49,853	\$51,848	\$53,662	\$55,540
Probation - 1st yr (7-12 mos)	\$53,393	\$55,528	\$57,472	\$59,483
Starting 2 nd Year	\$57,192	\$59,479	\$61,561	\$63,716
Starting 3 rd Year	\$60,575	\$62,998	\$65,203	\$67,485
Starting 5 th Year	\$67,570	\$70,273	\$72,732	\$75,278
Starting 10 th Year	\$68,277	\$71,008	\$73,493	\$76,066
Starting 15 th Year	\$68,974	\$71,733	\$74,243	\$76,842
Starting 20 th Year	\$69,642	\$72,427	\$74,962	\$77,586
Starting 25 th Year	\$70,363	\$73,178	\$75,739	\$78,390
Starting 30 th Year	\$71,067	\$73,910	\$76,497	\$79,174

CATEGORY IV – Plant Operator Class C/III				
Probation (0-6 mos)	\$50,800	\$52,832	\$54,681	\$56,595
Probation - 1st yr (7-12 mos)	\$54,270	\$56,441	\$58,417	\$60,461
Starting 2 nd Year	\$57,980	\$60,299	\$62,410	\$64,594
Starting 3 rd Year	\$61,163	\$63,610	\$65,836	\$68,141
Starting 5 th Year	\$68,183	\$70,911	\$73,393	\$75,961
Starting 10 th Year	\$68,780	\$71,532	\$74,035	\$76,626
Starting 15 th Year	\$69,373	\$72,148	\$74,673	\$77,287
Starting 20 th Year	\$70,070	\$72,873	\$75,423	\$78,063
Starting 25 th Year	\$70,767	\$73,597	\$76,173	\$78,839
Starting 30 th Year	\$71,475	\$74,334	\$76,936	\$79,628

CATEGORY V – Plant Operator Class B/II				
Probation (0-6 mos)	\$51,813	\$53,885	\$55,771	\$57,723
Probation - 1st yr (7-12 mos)	\$55,281	\$57,492	\$59,505	\$61,587
Starting 2 nd Year	\$58,991	\$61,351	\$63,498	\$65,720
Starting 3 rd Year	\$62,324	\$64,817	\$67,086	\$69,434
Starting 5 th Year	\$69,189	\$71,957	\$74,475	\$77,082
Starting 10 th Year	\$69,815	\$72,608	\$75,149	\$77,779
Starting 15 th Year	\$70,444	\$73,262	\$75,826	\$78,480
Starting 20 th Year	\$71,127	\$73,972	\$76,561	\$79,240
Starting 25 th Year	\$71,857	\$74,731	\$77,347	\$80,054
Starting 30 th Year	\$72,575	\$75,478	\$78,120	\$80,854

CITY OF CANTON / AFSCME LOCAL NO. 1372: WAGE AND LONGEVITY SCHEDULE

	4.00%	4.00%	3.50%	3.50%
	FY 25	FY 26	FY 27	FY 28
	05/01/2024-04/30/2025	05/01/2025-04/30/2026	05/01/2026-04/30/2027	05/01/2027-04/30/2028
CATEGORY VI – Plant Operator Class A/I				
Probation (0-6 mos)	\$52,968	\$55,087	\$57,015	\$59,011
Probation - 1st yr (7-12 mos)	\$56,458	\$58,717	\$60,772	\$62,899
Starting 2 nd Year	\$60,178	\$62,585	\$64,775	\$67,042
Starting 3 rd Year	\$63,580	\$66,124	\$68,438	\$70,833
Starting 5 th Year	\$70,407	\$73,223	\$75,786	\$78,439
Starting 10 th Year	\$71,056	\$73,898	\$76,485	\$79,162
Starting 15 th Year	\$71,696	\$74,563	\$77,173	\$79,874
Starting 20 th Year	\$72,385	\$75,280	\$77,915	\$80,642
Starting 25 th Year	\$73,133	\$76,058	\$78,720	\$81,475
Starting 30 th Year	\$73,864	\$76,818	\$79,507	\$82,290

CLERICAL EMPLOYEES				
Probation (0-6 mos)	\$37,598	\$39,102	\$40,471	\$41,887
Probation - 1st yr (7-12 mos)	\$38,729	\$40,278	\$41,687	\$43,146
Starting 2 nd Year	\$39,890	\$41,486	\$42,938	\$44,441
Starting 3 rd Year	\$40,690	\$42,318	\$43,799	\$45,332
Starting 5 th Year	\$41,505	\$43,166	\$44,676	\$46,240
Starting 10 th Year	\$42,330	\$44,023	\$45,564	\$47,159
Starting 15 th Year	\$43,178	\$44,905	\$46,476	\$48,103
Starting 20 th Year	\$43,612	\$45,357	\$46,944	\$48,587
Starting 25 th Year	\$44,046	\$45,808	\$47,411	\$49,071
Starting 30 th Year	\$44,487	\$46,267	\$47,886	\$49,562

CATEGORY VII – CEMETERY SEXTON				
Probation (0-6 mos)	\$49,093	\$51,057	\$52,844	\$54,693
Probation - 1st yr (7-12 mos)	\$52,530	\$54,632	\$56,544	\$58,523
Starting 2 nd Year	\$56,207	\$58,455	\$60,501	\$62,619
Starting 3 rd Year	\$59,580	\$61,963	\$64,131	\$66,376
Starting 5 th Year	\$66,134	\$68,779	\$71,186	\$73,678
Starting 10 th Year	\$66,795	\$69,467	\$71,898	\$74,415
Starting 15 th Year	\$67,463	\$70,161	\$72,617	\$75,158
Starting 20 th Year	\$68,138	\$70,863	\$73,343	\$75,910
Starting 25 th Year	\$68,819	\$71,572	\$74,077	\$76,669
Starting 30 th Year	\$69,507	\$72,288	\$74,818	\$77,436

CITY OF CANTON / AFSCME LOCAL NO. 1372: WAGE AND LONGEVITY SCHEDULE

	4.00%	4.00%	3.50%	3.50%
	FY 25 05/01/2024- 04/30/2025	FY 26 05/01/2025- 04/30/2026	FY 27 05/01/2026- 04/30/2027	FY 28 05/01/2027- 04/30/2028
CATEGORY VIII – Administrative Operations				
Probation (0-6 mos)	\$46,126	\$47,971	\$49,650	\$51,388
Probation - 1st yr (7-12 mos)	\$47,509	\$49,410	\$51,139	\$52,929
Starting 2 nd Year	\$48,935	\$50,893	\$52,674	\$54,517
Starting 3 rd Year	\$50,403	\$52,419	\$54,253	\$56,152
Starting 5 th Year	\$52,277	\$54,368	\$56,271	\$58,240
Starting 10 th Year	\$53,843	\$55,997	\$57,956	\$59,985
Starting 15 th Year	\$55,458	\$57,676	\$59,695	\$61,784
Starting 20 th Year	\$57,122	\$59,407	\$61,486	\$63,638
Starting 25 th Year	\$58,836	\$61,189	\$63,331	\$65,548
Starting 30 th Year	\$59,424	\$61,800	\$63,963	\$66,202