

City Council Agenda _____	2
City Council Minutes _____	5
Police Department Report _____	9
Fire Department Report _____	10
Street Report _____	11
Water Report _____	12
Finance Committee Agenda & Minutes _____	13
Codes & Regulations Committee Agenda & Minutes _____	15
Public Safety Committee Agenda & Minutes _____	17
Resolution - Local 150 CBA _____	20
Resolution - Purchase of Fire Vehicle _____	109
Resolution - Plat 2 Harvest Falls Estates _____	122
Resolution - Roadway Dedication 8400 Riverside _____	123
Resolution - Fireworks Display _____	124
Ordinance 1st Reading - Text Amendment, Review Required _____	126
Ordinance 1st Reading - ZMA 8400 E. Riverside Blvd _____	128

**LOVES PARK CITY COUNCIL AGENDA**  
**MONDAY, JUNE 7, 2021- 6 P.M.**  
**CITY COUNCIL CHAMBERS**

- I. CALL TO ORDER**
  
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Alderman Dan Jacobson, followed by the Pledge of Allegiance.**
  
- III. ROLL CALL**
  
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
  
- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**
  
- VI. APPROVE PAYMENT OF BILLS**
  
- VII. OFFICER'S REPORTS**
  - 1. Public Safety**
  - 2. Public Works**
  
- VIII. COMMITTEE REPORTS**
  - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
  - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
  - 3. Public Works/Schlensker (Street, Water & Utilities)**
  - 4. Codes and Regulations/Warden (Ordinances & Licenses)**
  - 5. Community Development/Pruitt (Development, Planning, Zoning, Annexation, Building & Drainage)**
  
- IX. UNFINISHED BUSINESS**

**X. NEW BUSINESS**

- 1. Reappointment of Thomas Walsh to the Rockford Area Venue & Entertainment Authority, with a term to expire June 30, 2026.**
- 2. Reappointment of Conrad Lantz to the Police Pension Board, with a term to expire June 30, 2023.**
- 3. Reappointment of Nathan Bruck to the Rockford Area Convention and Visitors Bureau, with a term to expire June 30, 2024.**
- 4. Appointment of Luke Carlson to fill an open position on the Zoning Board of Appeals, with a term to expire June 30, 2026.**
- 5. Appointment of Tino Rivera to fill an open position on the Zoning Board of Appeals, with a term to expire June 30, 2026.**

**XI. RESOLUTIONS & MOTIONS**

- 1. Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Loves Park and the International Union of Operating Engineers Local 150, Public Employees Division.**
- 2. Resolution authorizing the Fire Department to purchase a new Battalion Chief Command vehicle and accessory equipment for a total of \$57,100.00.**
- 3. Resolution approving Plat No. 2 of Harvest Falls Estates.**
- 4. Resolution approving the Plat of Roadway Dedication Plat.**
- 5. Resolution to approve sponsoring the fireworks display for the Long Play Music Fest to be held at Rivets Stadium July 1-4, 2021.**

**XII. ORDINANCES 2<sup>ND</sup> READING**

**XIII. ORDINANCES 1<sup>ST</sup> READING**

- 1. Ordinance approving a Text Amendment to Chapter 102, Section 102-337, North Second Street Overlay District, Review Required, in Code of Ordinances.**
- 2. Ordinance approving a Zoning Map Amendment from the IL and E. Riverside/I90 Overlay District to the CR and E. Riverside/I90 Overlay District for the property known as 8400 E. Riverside Blvd.**

**XIV. PUBLIC COMMENT**

**Anyone wishing to speak at the city council meeting shall contact the Mayor's office by 4:00 p.m. the day of the council meeting at 815-654-5030.**

**XV. EXECUTIVE SESSION**

**XVI. GOOD OF THE ORDER**

**XVII. ADJOURNMENT**

**CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS**  
Journal of Proceedings  
Regular Meeting, Tuesday, June 1, 2021  
City Hall Council Chambers

Mayor Gregory Jury called the meeting to order at 6:00 p.m.

Alderman Mark Peterson opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen Robert Schlensker, Nancy Warden, John Jacobson, Jim Puckett, Dan Jacobson, John Pruitt, Jim Thompson, Mark Peterson, A. Marie Holmes

Absent: Alderman Doug Allton

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 05/24/21 The Journal of Proceedings for the regular meeting of May 24, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Pruitt. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)
2. SEP/Central Park Bicycle Parade Request Received a Special Event Permit application for Central Park Homeowner's Association to hold a bicycle parade on a portion of Loves Park streets on July 3, 2021, from 9:30 a.m. to 11:30 a.m. Referred to Alderman Warden of the Codes and Regulations Committee.
3. SEP/Central Park Bicycle Parade Approved Alderman Warden of the Codes and Regulations Committee moved to approve a Special Event Permit application for Central Park Homeowner's Association to hold a bicycle parade on a portion of Loves Park streets on July 3, 2021, from 9:30 a.m. to 11:30 a.m. Second by Alderman Dan Jacobson. Motion carried by voice vote.
4. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated May 24, 2021 in the amount of \$424,549.57, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)
5. Water Department Bills Alderman Jacobson presented the Water Department bills dated May 24, 2021 in the amount of \$14,723.68, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)
6. Public Safety Report Alderman Puckett presented the Police Department Report dated June 1, 2021, to be placed on file.
7. Public Works Report Alderman Schlensker presented the Street Department Report dated June 1, 2021; presented the Water Department Report for June 1, 2021, to be placed on file.
8. Finance and Administration Committee Alderman Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated June 1, 2021 in the amount of \$102,445.40, for consideration at next week's city council meeting; presented the Treasurer's Report for April 2021, with an ending balance of \$7,675,048.47; presented the minutes from the committee meeting held May 24, 2021, to be placed on file.

9. Public Safety Committee Alderman Puckett of the Public Safety Committee announced that a committee meeting will be held Monday, June 7, 2021 at 5:30 p.m.
10. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated June 1, 2021 in the amount of \$52,131.95, for consideration at next week's city council meeting; presented the minutes from the committee meeting held May 17, 2021, to be placed on file.
11. Codes & Regulations Alderman Warden of the Codes and Regulations Committee announced that a committee meeting will be held Monday, June 7, 2021, following city council.
12. SEP/Rockford Town Fair Approved Alderman Warden moved to approve a Special Event Permit application for the Rockford Town Fair to be held at the Rockford Speedway, June 3-6, 2021 from 12:00 noon to 10:00 p.m. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)
13. SEP/Antique & Craft Event Approved Alderman Warden moved to approve a Special Event Permit application for an antique and craft event to be held at 1028 Windsor Road on July 17, 2021, from 10:00 a.m. to 2:00 p.m. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)
14. Rebuild Illinois Funds Appropriated for Phase 1 River Lane Reconstruction Project Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, Rebuild Illinois funds in an amount not to exceed one million, fifty four thousand, two hundred and eighty seven dollars and twenty cents (\$1,054,287.20) are hereby appropriated for the purpose of Phase 1 of the River Lane Reconstruction Project. Funds are hereby appropriated and shall be drawn from Account No. 05-00-5135 (ReBuild IL/River Lane Reconstruction). Second by Alderman Jacobson. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)  
**RESOLUTION NO. 21-049**
15. Street Department To Hire IMEG For Engineering Services For Riverside Boulevard Bridge Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, the Street Department Manager is authorized to hire IMEG, 401 E. State Street, Rockford, IL 61104 to provide structural engineering services for the proposed maintenance of the Riverside Boulevard Bridge over the Rock River. The cost for services performed shall not exceed twenty one thousand eight hundred dollars (\$21,800.00). The scope of work is defined on the attached "Agreement for Services". Funds shall be drawn from Account No. 01-11-8070 (Bridges & Repairs). Second by Alderman Jacobson. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)  
**RESOLUTION NO. 21-050**
16. Street Department To Hire Arc Design Resources For Engineering Services For the 2021 City Wide Street Improvement Program Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, the Street Department Manager is authorized to hire Arc Design Resources, 5291 Zenith Parkway, Loves Park, IL 61111 for professional civil engineering services for the 2021 City Wide Street Improvement Program at a cost not to exceed twenty-one thousand dollars (\$21,000.00). The scope of work is defined on the attached "Agreement for Services". Funds shall be taken from Account No. 01-11-8035 (Road Repairs & Infrastructure). Second by Alderman Jacobson. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)  
**RESOLUTION NO. 21-051**

17. ORD 4413-21  
Liquor License  
For 6217 N.  
Second Street  
Alderman Warden presented for second reading an ordinance providing for a Class B Liquor License for 6217 North Second Street, and moved for passage of the ordinance. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)  
**ORDINANCE NO. 4413-21**
18. ORD 4414-21  
Liquor License  
For 4291  
Perryville Road  
Alderman Warden presented for second reading an ordinance providing for a Class B Liquor License for 4291 Perryville Road, and moved for passage of the ordinance. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)  
**ORDINANCE NO. 4414-21**
19. ORD 4415-21  
Liquor License  
For 411 E.  
Riverside Blvd.  
Alderman Warden presented for second reading an ordinance providing for a Class D Liquor License for 411 E. Riverside Blvd., and moved for passage of the ordinance. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes) 1 Absent (Alderman Allton)  
**ORDINANCE NO. 4415-21**
20. ORD 4416-21  
Liquor License  
For 5905 N.  
Second Street  
Alderman Warden presented for second reading an ordinance providing for a Class D Liquor License for 5905 North Second Street, and moved for passage of the ordinance. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)  
**ORDINANCE NO. 4416-21**
21. Closed  
Executive  
Session  
Alderman Jacobson moved to enter into closed executive session pursuant to ILCS 120/2 c-2, collective bargaining matters between the City of Loves Park and its employees. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
22. Entered Session  
City Council entered closed executive session at 6:14 p.m.
23. Reconvene  
Regular Order  
Of Business  
Alderman Jacobson moved to reconvene to regular order of business at 6:29 p.m. Alderman Pruitt. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
24. Adjourn  
Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:30 p.m.

**APPROVED:**

---

**Robert J. Burden, City Clerk**

**COMMITTEE MEETINGS:**

Public Safety: Monday, June 7, 2021  
5:30 p.m.

Codes & Regulations: Monday, June 7, 2021  
Following City Council

**STANDING COMMITTEE MEETINGS:**

Community Development: Following Council Meeting  
6:15 p.m.

Finance and Administration: Prior to Council Meeting  
5:40 p.m.

Public Works: Prior to Council Meeting  
5:15 p.m.

Zoning Board of Appeals: 3<sup>rd</sup> Thursday of the Month  
5:30 p.m.





# **LOVES PARK** **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 06/07/2021

Subject: Police Activity Report

Police activity report for the week of 05/23/2021 through 05/29/2021

Calls for Service 466

Total Number of Arrests 90

Accidents 19

MICHAEL MCCAMMOND  
DEPUTY CHIEF OF POLICE

CHARLES LYNDE  
CHIEF OF POLICE

SHANE LYNCH  
DEPUTY CHIEF OF POLICE

# Loves Park FD

Loves Park, IL

This report was generated on 6/2/2021 7:26:26 AM



## Incident Statistics

Zone(s): All Zones | Start Date: 05/25/2021 | End Date: 05/31/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		66	
FIRE		21	
<b>TOTAL</b>		<b>87</b>	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
<b>TOTAL</b>			
PRE-INCIDENT VALUE		LOSSES	
<b>\$0.00</b>		<b>\$0.00</b>	
CO CHECKS			
<b>TOTAL</b>			
MUTUAL AID			
Aid Type		Total	
Aid Given		13	
Aid Received		3	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
21		24.14	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:07:41	0:03:16	
Station #2	0:05:48	0:06:22	
<b>AVERAGE FOR ALL CALLS</b>			<b>0:06:08</b>
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:02:57	0:00:45	
Station #2	0:01:26	0:01:45	
<b>AVERAGE FOR ALL CALLS</b>			<b>0:01:35</b>
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		12:50	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



**Department of Public Works  
Street Department Weekly Activity Report**

Submitted by: David Jacobson  
Public Works Foreman

Week of May 31, 2021 thru June 4, 2021

**Previous week's activity:**

1. Finished sidewalks in Tom Jones subdivision.
2. Mow all areas
3. Truck Repairs.
4. Trimmed trees / removed tree at Nimtz and McFarland
5. Miscellaneous dirt work.

**Proposed work:**

1. Start sidewalk replacement in the Alpine Valley Subdivision.
2. Spray weeds on main roads.
3. Continue mowing.
4. Start mowing country roads.
5. Fill potholes as needed.
6. Trim trees on McFarland Rd by Rock Valley Parkway

# Loves Park Water Department

## Weekly Activity Report

Submitted by: Craig McDonald  
Department Manager

Date: **5/24/21-5/31/21**

Previous week's activity:

1. Routine work:
  - a. Install new meters
  - b. JULIE locates
  - c. Chemical tests
  - d. Back wash wells as needed
  - e. Read commercial and residential meters
2. Completed S.C.A.D.A. radio upgrades at all facilities
3. Continued replacing large commercial meters and install ERT'S.
4. Started flushing zone 1
5. Dug up main to verify O.D. for insert a valve on Walker for tower #1 painting and rehab
6. Repaired Main Break at 116 Riverside Blvd.
7. Repaired main break at 418 Grand Ave.

Work anticipated for this week:

1. Routine work
2. Continue replacing large commercial meters and install ERT'S.
3. Continue flushing zone 1
4. Trouble shoot and repair communication issues at PRV #3

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, JUNE 7, 2021 – 5:40 P.M.  
CITY COUNCIL CHAMBERS**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES**

**4. ITEMS FOR CONSIDERATION**

- A. Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Loves Park and the International Union of Operating Engineers Local 150, Public Employees Division.**
- B. Resolution to approve sponsoring the fireworks display for the Long Play Music Fest to be held at Rivets Stadium July 1-4, 2021.**

**5. LIST OF BILLS**

**6. GENERAL DISCUSSION/PUBLIC COMMENT**

**Anyone wishing to speak at the Finance Committee meeting shall contact the Mayor's office by 4:00 p.m. the day of the scheduled meeting at 815-654-5030.**

**7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS

DATE OF MEETING: June 1, 2021

CALLED TO ORDER: 5:40 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Jim Puckett, John Pruitt, Mark Peterson

ALSO PRESENT: Attorney Gino Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Dan Jacobson, James Thompson  
Treasurer John Danielson, Chief Wiltfang, Deputy Chief Shane Lynch

MINUTES APPROVAL: May 24, 2021

Alderman Peterson moved to approve minutes. Second by Alderman Pruitt.  
Motion carried. 4 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
3. General Discussion.
4. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Pruitt.  
Motion carried. 4 Ayes – 0 Nays

Adjournment: 5:41 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES  
PARK AGENDA  
CODES & REGULATIONS  
COMMITTEE  
June 7th, 2021 6:15 P.M.  
100 Heart Boulevard**

1. **CALL TO ORDER**
  
2. **ROLL CALL**
  
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD  
05-24-2021.**
  
4. **ITEMS FOR CONSIDERATION**
  - a. Pala Fuels, Inc. is requesting a change in liquor class, from a Class "E" to a Class "B", at the following location:
    - 7650 North Alpine Road, DBA Alpine Mart.
  
5. **PUBLIC COMMENT**
  
6. **GENERAL DISCUSSION**
  
7. **ADJOURN**

**City of Loves Park  
Codes & Regulations Committee  
May 24, 2021**

- I. Call to Order – the meeting was called to order by Alderman Warden, Chairman at 6:15.  
Committee Members Present- Alderman Thompson, Alderman Schlensker, Alderman Jacobson. Also in Attendance – David Deery, Deputy Chief McCammond, Alderman Puckett,
- II. The Minutes of the May 17, 2021 meeting were approved upon motion by Alderman Schlensker. Seconded by Alderman Jacobson. Vote 4 – 0 to approve.
- III. Items for Consideration
  - A. Special Event Permit application from Lisa Nolley for an antique and craft event to be held at 1028 Windsor Road on July 17, 2021.  
**Motion to Approve by Alderman Schlensker. Second by Alderman Jacobsen.  
Vote 4 – 0 to approve.**
  - B. Special Event Permit application from North American Midway & Entertainment for the Rockford Town Fair to be held at the Rockford Speedway June 3 -6, 2021.  
Loves Park Police Department will invoice applicant for hours of security provided.  
**Motion to Approve by Alderman Schlensker. Second by Alderman Jacobson.  
Vote 4 – 0 to approve.**
- IV. General Discussion – None
- V. Public Comment - None
- VI. Adjournment – the meeting was adjourned at 6:23 pm upon motion by Alderman Thompson. Second by Alderman Schlensker. Vote 4 – 0 in favor.

Respectfully submitted by:  
Nancy Warden  
Committee Chairman



**CITY OF LOVES PARK  
AGENDA  
PUBLIC SAFETY COMMITTEE  
MONDAY, JUNE 7, 2021 – 5:30 P.M.  
CONFERENCE ROOM A**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD JANUARY 19, 2021
4. ITEMS FOR CONSIDERATION
  - A. Resolution authorizing the Fire Department to purchase a new Battalion Chief Command vehicle and accessory equipment for a total of \$57,100.00.
5. GENERAL DISCUSSION/PUBLIC COMMENT
6. ADJOURN

City of Loves Park Illinois  
Public Safety Committee (Police, Fire, Public Safety & Health)

Minutes

Date: January 19, 2021

Called to Order: 5:30pm

Members Present: Chairman D. Allton, Vice Chairman R. Schlensker, J. Puckett and C. Little.

Also present: Police Chief Lynde, Att. G. Galluzzo, Mayor G. Jury, J. Pruitt, J. Jacobson, N. Warden, A. M. Holmes, C. Frykman & M. Peterson.

Approval of the Previous Meeting Minutes for March 02, 2020:

Motion-R. Schlensker

Seconded- C. Little

Vote: 4-Ayes, 0-Nays

Motion Carried.

Matters Proposed, Discussed, or Decided and Record of Votes Taken:

1. Police Chief Lynde requested to purchase 2- 2021 Ford Utility SUV squad cars from Rock River Ford for a total cost of \$68,000. Funds were raised previously by donation through the Police Canine Account to pay for the purchase.

Motion: R. Schlensker

Seconded- J. Puckett

Vote: 4-Ayes, 0-Nays

Motion Carried.

General Discussion: None.

Public Input: None.

2. Chief Lynde discussed a resolution authorizing him to donate approximately 18 used bicycles, a used rototiller and a used battery charger to the Salvation Army.

Motion: C. Little

Seconded: R. Schlensker

Vote: 4-Ayes, 0-Nays

Motion carried.

General Discussion: None.

Public Input: None.

Adjournment:

Alderman J. Puckett moved for Adjournment at 5:37pm, Seconded by Alderman R. Schlensker.

4-Ayes, 0 Nays

Motion carried.

Respectfully,

A handwritten signature in black ink, appearing to read "Doug Allton". The signature is written in a cursive, flowing style.

Public Safety Chairman Doug Allton

## CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO. 21-\_\_\_

DATE: JUNE 7, 2021

FINANCE & ADMINISTRATIVE  
COMMITTEE

### **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LOVES PARK, ILLINOIS AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150, PUBLIC EMPLOYEES DIVISION**

**WHEREAS**, in order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the City of Loves Park, Illinois, (hereinafter referred to as the "City") and the International Union of Operating Engineers, Local 150, Public Employees Division, desire to enter into a Collective Bargaining Agreement.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Loves Park, Illinois, that by the adoption of this resolution, whose recitals are incorporated herein, that the City hereby agrees:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City Council hereby approves the adoption of the Collective Bargaining Agreement by and between the City and the International Union of Operating Engineers Local 150, Public Employees Division covering the period between May 1, 2021 until April 30, 2024 and authorizes the Mayor, or his designee, to execute the same in substantially the same form as attached hereto as Exhibit "A".
3. Upon the filing of signed final copies with the City Clerk, the City Treasurer is authorized to make payments in conjunction with the Collective Bargaining Agreement.
4. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED the 7th day of June 2021.

THE CITY OF LOVES PARK

\_\_\_\_\_  
Gregory R. Jury, Mayor

\_\_\_\_\_  
Alderman John Pruitt

\_\_\_\_\_  
Robert J. Burden, City Clerk

\_\_\_\_\_  
Alderman Mark Peterson

\_\_\_\_\_  
Alderman John Jacobson

\_\_\_\_\_  
Alderman Jim Puckett

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

VOTING:

## LETTER OF UNDERSTANDING

The International Union of Operating Engineers, Local 150 (Union) and the City of Loves Park (City), agree that the Collective Bargaining Agreement (Agreement), existing between the Union and the City be modified to include the following temporary, nonprecedential, changes to the Health Insurance provisions contained in Article XIII therein:

The City has been presented with a new, potential cost-saving opportunity. In an effort to continue to provide high-quality health care to its employees and to reduce the costs of providing such coverage to both the employees and to the City, the City has proposed a temporary expansion of health insurance options to add two additional options to the plan of health insurance currently offered to all City employees inclusive of those subject to this Agreement which expires April 30, 2018 (those existing options are currently summarized in Exhibit A-3 to the Agreement). The two temporary additional options shall be in addition to the health insurance guaranteed under the Agreement (Exhibit A-3) and may be terminated by the City at any time upon prior written notice to the Union. The Union agrees to the temporary modification of the Agreement in keeping with the terms hereof.

At all times, all existing health insurance benefits referenced under the existing Agreement (Exhibit A-3) will remain available to all employees who wish to continue on the existing options. This Letter of Understanding merely references two additional options offered on a temporary basis to employees who voluntarily elect to participate in them. Namely, those participating in the Ecoh 3 PPO Network Provider Program currently in place which allows employees to seek in-network treatment from Mercy Rockford Health System, OSF Saint Anthony Health System and SwedishAmerican Health System will have two additional options for coverage. Employees will have the option of opting into the Ecoh One or Ecoh Two PPO programs or staying in the Ecoh 3 PPO, these two new temporary Ecoh One and Ecoh Two options being summarized as follows:

Under the Ecoh Two PPO program, employees in-network PPO will be limited to OSF Saint Anthony Health System and SwedishAmerican Health System, but those choosing the Ecoh Two PPO program will have their monthly dependent health insurance premium reduced by 50%.

Under the Ecoh One PPO program, employees in-network PPO will be limited to SwedishAmerican Health System, but those choosing the Ecoh One PPO program will have their monthly dependent health insurance premium eliminated.


This trial affects the in-network provider designation only and not the benefits available under the plan. In addition during the trial, employees choosing to seek treatment through M.D. Live, Ortho Illinois, Rockford Ambulatory Surgery Center, Forest City MRI and Summit Radiology will see co-pays and deductibles eliminated for some (but not all), services.

The Union acknowledges that the additional options referenced in this Letter of Understanding, including the accompanying potential discounts in monthly premium amounts due and owing should they voluntarily choose to participate in the new options, are offered on a temporary, non-precedential basis only, and shall not be used or relied upon as a precedent in any future negotiations.

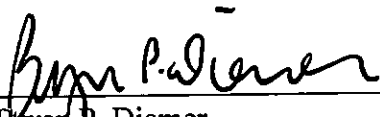
IN WITNESS OF THE FOREGOING LETTER OF UNDERSTANDING, the parties have executed this Agreement on this \_\_\_\_ day of February, 2018 in the City of Loves Park.

International Union of Operating Engineers  
Local 150, Public Employees Division


City of Loves Park

  
\_\_\_\_\_  
Kevin C. Burke  
Vice President

\_\_\_\_\_  
Greg Jury  
Mayor

  
\_\_\_\_\_  
Bryan P. Diemer  
Attorney

\_\_\_\_\_  
Steve Thompson  
Public Works Director

  
\_\_\_\_\_  
Steve Karpowicz  
Business Agent

\_\_\_\_\_  
John Jacobson  
Alderman, Chair of Public Works

\_\_\_\_\_  
Robert Schlensker  
Alderman, Public Works Committee

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150 PUBLIC EMPLOYEES DIVISION**

AND

**THE CITY OF LOVES PARK**

May 1, ~~2018~~-[2021](#)

THROUGH

April 30, ~~2021~~-[2024](#)



## Contents

SECTION 1.1: RECOGNITION .....	44
SECTION 1.2: NEW CLASSIFICATIONS.....	55
SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS .....	55
SECTION 2.2: TIME OFF FOR UNION ACTIVITIES.....	66
SECTION 2.3: UNION BULLETIN BOARDS.....	66
SECTION 3.1: DEDUCTIONS .....	76
<del>SECTION 3.2: FAIR SHARE .....</del>	<del>87</del>
<del>SECTION 3.3: APPEAL PROCEDURE.....</del>	<del>97</del>
SECTION 3.4: HOLD HARMLESS .....	98
SECTION 4.1: WORKDAY AND WORKWEEK .....	98
SECTION 4.2: CHANGES IN WORK SCHEDULE .....	108
SECTION 4.3: LUNCH/REST PERIOD .....	109
SECTION 4.4: MANDATORY REST PERIOD .....	119
SECTION 4.5: MEAL ALLOWANCE.....	1140
SECTION 4.6: OVERTIME COMPENSATION .....	1140
SECTION 4.7: OVERTIME DISTRIBUTION.....	1341
SECTION 4.8: CALLBACK.....	1342
SECTION 4.9: ON-CALL ASSIGNMENTS.....	1442
SECTION 4.10: REPORT PAY .....	1544
SECTION 4.11: SNOWPLOWING AND ICE REMOVAL.....	11
SECTION 5.1: SENIORITY DEFINED .....	1645
SECTION 5.2: BREAKS IN CONTINUOUS SERVICE.....	1645
SECTION 5.3: SENIORITY LIST .....	1745
SECTION 5.4: PROBATIONARY EMPLOYEES.....	1745
SECTION 6.1: DEFINITION AND NOTICE .....	1746
SECTION 6.2: GENERAL PROCEDURES .....	1746
SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES .....	1846
SECTION 7.1: EMPLOYEE DISCIPLINE .....	1846
SECTION 7.2: RIGHT TO REPRESENTATION .....	1947
SECTION 8.1: GRIEVANCE DEFINED .....	1947
SECTION 8.2: PROCESSING OF GRIEVANCE.....	1948

SECTION 8.3: GRIEVANCE STEPS .....	<del>2018</del>
SECTION 8.4: GRIEVANCE FORMS .....	<del>2321</del>
SECTION 8.5: SETTLEMENTS AND TIME LIMITS .....	<del>2321</del>
SECTION 8.6: UNION STEWARD .....	<del>2321</del>
SECTION 9.1: GENERAL INFORMATION .....	<del>2322</del>
SECTION 9.2: SPECIFIC APPLICATIONS .....	<del>2422</del>
SECTION 9.3: HOLIDAY PAY .....	<del>2422</del>
SECTION 10.1: VACATION ACCRUAL .....	20
SECTION 10.2: VACATION USAGE .....	<del>2523</del>
SECTION 10.3: VACATION PAY.....	<del>2624</del>
SECTION 10.4: VACATION SELECTION.....	<del>2624</del>
SECTION 11.1: SICK LEAVE ACCRUAL .....	<del>2724</del>
SECTION 11.2: SICK LEAVE RESTRICTIONS .....	<del>2725</del>
SECTION 11.3: PERSONAL DAYS .....	<del>2725</del>
SECTION 11.4: PENSION BENEFIT AT RETIREMENT .....	<del>2725</del>
SECTION 12.1: DISABILITY LEAVE .....	<del>2826</del>
SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE.....	<del>2826</del>
SECTION 12.3: FUNERAL LEAVE.....	<del>2826</del>
SECTION 12.4: FAMILY AND MEDICAL LEAVE .....	<del>2926</del>
SECTION 12.5: JURY DUTY LEAVE .....	<del>3531</del>
SECTION 12.6: MILITARY LEAVE.....	<del>3532</del>
SECTION 14.1: COMPENSATION .....	<del>3733</del>
SECTION 14.2: CDL LICENSE .....	<del>3734</del>
SECTION 14.3: EDUCATIONAL INCENTIVE .....	<del>3834</del>
SECTION 15.1: COMPLIANCE WITH LAWS.....	<del>3934</del>
SECTION 15.2: UNSAFE CONDITIONS .....	<del>3934</del>
SECTION 16.1: LABOR-MANAGEMENT CONFERENCES .....	<del>4035</del>
SECTION 16.2: PURPOSE.....	<del>4036</del>
SECTION 18.1: UNIFORMS.....	<del>4136</del>
SECTION 18.2: PROTECTIVE CLOTHING.....	<del>4136</del>
SECTION 18.3: PRESCRIPTION SAFETY GLASSES .....	<del>4137</del>
SECTION 19.1: PERSONNEL RECORDS .....	<del>4237</del>
SECTION 19.2: RIGHT OF INSPECTION AND COPIES .....	<del>4237</del>
SECTION 19.3: REMOVAL OF DISCIPLINARY RECORDS .....	<del>4237</del>

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION ..... ~~42~~<sup>38</sup>  
SECTION 20.2: UNION ACTIVITY ..... ~~43~~<sup>38</sup>  
SECTION 21.1: NO STRIKE..... ~~43~~<sup>38</sup>  
SECTION 21.2: NO LOCKOUT..... ~~43~~<sup>38</sup>  
SECTION 22.1: UNION RIGHTS ..... ~~43~~<sup>39</sup>  
SECTION 22.2: MANAGEMENT RIGHTS ..... ~~43~~<sup>39</sup>  
SECTION 23.1: WAGE RATES..... ~~44~~<sup>39</sup>  
SECTION 23.2: LONGEVITY PAY ..... ~~45~~<sup>40</sup>  
SECTION 23.3: TEMPORARY ASSIGNMENT PAY ..... ~~46~~<sup>41</sup>

**NEED TO UPDATE WHEN CBA FINALIZED**

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the City of Loves Park, Illinois, (hereinafter referred to as the "City") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

**ARTICLE I**  
RECOGNITION

SECTION 1.1: RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

**\*\*INCLUDED**

All full-time and regular part-time production and maintenance employees in the City of Loves Park in the Streets and Water Departments.

**\*\*EXCLUDED**

All clerical and secretarial employees, and all short-term, supervisory, managerial and professional employees as defined by the Illinois Public Labor Relations Act.

#### SECTION 1.2: NEW CLASSIFICATIONS

The City shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

### **ARTICLE II** **UNION RIGHTS**

#### SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The City shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss

collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

~~Union activities within City facilities shall be restricted to administering this Agreement. The Union shall not engage in Union Activities on City time or its property which will interfere with employees' assignments or duties.~~

~~The Steward or his/her designee shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Steward or his/her designee will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.~~

~~Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the City's working schedule.~~

#### SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

#### SECTION 2.3: UNION BULLETIN BOARDS

The City shall provide a Union bulletin board at each work location. The Boards or space shall be for the sole and exclusive use of the Union to communicate with bargaining unit employees regarding collective bargaining negotiations, the administration of the collective bargaining agreement, the

investigation of grievances, other workplace complaints and issues, and internal matters involving the governance of the Union.:

#### SECTION 2.4: NEW EMPLOYEES

Within 10 calendar days from the date of hire of a bargaining unit employees, the City shall provide to the Union in an electronic file or other mutually agreed format, the following information about the new employee: the employee's name, job, title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone on file with the employer, date of hire, work email address and any personal email address on file with the employer.

The Union shall have the right to meet with newly hired employees, without charge to pay or leave time of the employee, on the employer's premises or at a location mutually agreed to by the employer and the exclusive representative for up to one hour within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the City and the Union.

### **ARTICLE III**

#### **UNION DUES ~~FAIR SHARE CHECKOFF~~**

##### **SECTION 3.1: DEDUCTIONS**

The City agrees to deduct from the pay of those employees who are Union members any or all of the following:

(A) Union membership dues, assessments, or fees; (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the City of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

~~The Union shall certify the current amount of Union deductions.~~

#### ~~SECTION 3.2: FAIR SHARE~~

~~Upon the City's receipt of appropriate authorization and consent from employees who are not members of the Union but desire to make fair share payments to the Union, the City will deduct from the pay of those employees their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union, until a time which the employee revokes such authorization and/or consent in the manner prescribed on the authorized form.~~

~~The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the City from the earnings of the non-member employee each pay period.~~

~~The amount of the above employee deductions shall be remitted to the Union after the deduction (s) is made by the City with a listing of the employee, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.~~



~~SECTION 3.3: APPEAL PROCEDURE~~

~~The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.~~

SECTION 3.42: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

**ARTICLE IV**  
**HOURS OF WORK AND OVERTIME**

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Shift Hours
  - (1) The shift hours for bargaining unit employees in the Streets Department are 7:00 a.m. to 3:30 p.m., Monday through Friday.
  - (2) The shift hours for bargaining unit employees in the Water Department are 8:00 a.m. to 5:00 p.m., Monday through Friday for one (1) employee and the remainder 8:00 a.m. to 4:30 p.m. Monday through Friday.
  - (3) For purposes of computing overtime, an employee's work hours shall be the hours of the Department to which the employee is regularly assigned, except that the employee's work hours shall be the hours of the Streets Department during snowplowing and ice removal operations.

- (C) An employee's work day is the twenty-four (24) hour period beginning with the regularly assigned starting time of his work shift on the first day of the work week. Under terms of this provision, a ~~Saturday, a Sunday, a sixth (6th) or seventh (7th) day, or a weekday~~ Holiday; shall be deemed to extend over the same period of hours as a regular work day. A Saturday begins at the end of the regular shift on Friday and extends until 11:59 p.m. on Saturday; a Sunday begins at 12:00 a.m. on Sunday morning and extends until the beginning of the shift on Monday morning.

#### SECTION 4.2: CHANGES IN WORK SCHEDULE

The City may temporarily alter the established work shift for employees under the following terms:

- (A) The employee(s) affected shall receive at least forty- eight (48) hours' notice prior to the time they are to report to duty outside of their normal work shift, except in emergency situations.
- (B) The Union shall be notified and given an opportunity to meet and negotiate over any temporary work shift changes prior to their effect when such change exceeds two (2) weeks.
- (C) Where the City asks an employee to work overtime before or after his regular shift, it shall not constitute a change in work schedule.

#### SECTION 4.3: LUNCH/REST PERIOD

- (A) Streets Department employees shall be granted a thirty (30) minute paid break during the first half of each work shift, and shall be granted a thirty (30) minute unpaid lunch period near the mid-point of each work shift, pursuant to prior practice and procedure.
- (B) Water Department employees shall be granted a fifteen (15) minute paid break during the first half of each work shift, a fifteen (15) minute paid break during the second half of each work

shift and shall be granted a thirty (30) minute or one (1) hour unpaid lunch period, depending upon shift hours, at or about the mid-point of each work shift, pursuant to prior practice and procedure.

#### SECTION 4.4: MANDATORY REST PERIOD

Employees will not be required to work more than twelve (12) consecutive hours without being allowed an eight (8) hour rest period. If the twelve (12) hour period ends during an employee's normal work day, the employee may utilize accrued vacation or personal time to complete the remainder of the work day with compensation.

#### SECTION 4.5: MEAL ALLOWANCE

An employee who is required to work overtime shall be eligible for a meal or meal money reimbursement based on the following:

- (A) After working two (2) hours prior to or two (2) hours following the normal work day provided a mealtime is included. A mealtime is hereby defined as 6 a.m., 12 noon, 6 p.m. and 12 midnight.
- (B) Four (4) hours of non-scheduled overtime wherein a mealtime, as defined above, is included.
- (C) Scheduled overtime when the employee was notified at least eight (8) hours in advance shall not be included in these guidelines.
- (D) Meal reimbursement shall be at a flat \$8.00 per meal.

#### SECTION 4.6: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A)    A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal work day or work week, as defined in Section 1 of this Article, or to work on a Saturday.

(B) All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall receive eight (8) hours pay as described in the preceding sentence and shall be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday.

(C) Bargaining Unit employees shall be paid at twice their regular rate of pay for all hours worked on Sundays.

(D) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

(E) At the employee's option, the employee may be credited with compensatory time at the appropriate overtime rate for each hour worked in lieu of paid overtime. Any employee's compensatory time may not accumulate in excess of one hundred ~~twenty (120)~~sixty (160) hours. All compensatory time in excess of one hundred twenty (120) hours will be paid as overtime on the last regularly scheduled payroll date in April of each calendar year. Employees may elect to have up to forty (40) hours of accrued compensatory time be paid out as a holiday bonus on the last regularly scheduled payroll date in November of each calendar year. ~~Employees who have accumulated in excess of one hundred twenty (120) hours of compensatory time as of the date of this contract will be allowed to keep their compensatory time hours as they exist as of the date of the signing of this contract but shall not accumulate additional compensatory time until such time as their accumulated compensatory time shall fall below one hundred twenty (120) hours at which time they may accumulate time up to one hundred twenty (120) hours.~~ Compensatory time not used in a calendar year shall be carried over to the next calendar year. Compensatory time shall be taken in not less than two (2) hour periods and shall not be abused by the employee and must have the prior approval of the department head or his

or her designee, which approval shall not be unreasonably withheld. Employees shall give the 48 hours' notice, when practicable, before using compensatory time.

#### SECTION 4.7: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime but not necessarily to equalize overtime. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations and during events which require snowplowing and/or ice removal operations.

The employment of part-time or temporary personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, ~~if the full-time personnel who would have usually worked the overtime refuses it or is unavailable,~~ the employer may work part-time or temporary personnel on said overtime to supplement the fulltime workforce, for example with summer workers and/or additional snow plowing workers, without violating the Agreement and/or if the full-time employee(s) who have ordinarily worked the overtime are unavailable for the assignment.

#### SECTION 4.8: CALLBACK

A "callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

While attempting a callback, the City shall give an employee fifteen (15) minutes to return the call before attempting to call the next employee on the callback list.

SECTION 4.9: ON-CALL ASSIGNMENTS

(A) Streets Department

- (1) The City shall maintain an "on-call" list of all fulltime Streets Department employees throughout the year. When Streets Department callbacks are necessary, the City shall contact and assign employees in the order of the on-call list, subject to known skill and ability.
- (2) The Streets Department on-call list shall be rotated each Friday at 7 a.m., so that the first call-out person moves to the bottom of the list, the second call-out person moves to the top of the list, etc.
- (3) Beginning with the first Friday in December until the second Friday in March of the following calendar year, the top three (3) employees on the Streets Department on-call list shall carry pagers and will remain readily available for call-out assignments.
- (4) Beginning with the second Friday in March until the first Friday in December, the top person on the Streets Department on-call list shall carry a pager and will remain readily available for call-out assignments.
- (5) Streets Department employees may trade on-call assignments, so long as they provide notice to the Department Head or whomever he/she designates.
- (6) On-call employees in the Streets Department shall be granted a half-day (four (4) hours) off for each week of on-call duty or, at the option of the employee, he or she may be credited with four (4) hours of compensatory time according to Section 4.6(E) above. This time shall not be accumulated at the overtime rate. After the accumulation of one hundred twenty (120) hours of compensatory time, as stated in Section 4.6(E) above, the employee shall take a half-day (four (4)) hours off. Time off shall be scheduled at the department head's discretion.

(B) Water Department

(1) The City shall maintain an on-call list of all full-time Water Department employees throughout the year. When Water Department callbacks are necessary, the City shall contact and assign employees in the order of the on-call list, subject to known skill and ability.

(2) The on-call list shall be rotated each Thursday at 8 a.m., so that the first call-out person moves to the bottom of the list, the second call-out person moves to the top of the list, etc.

(3) The top person on the Water Department on-call list shall carry a pager or city cell phone and will remain readily available for call-out assignments.

(4) During weekends, the Water Department on-call employee shall come to work to take readings between the hours of 7 a.m. and 9 a.m.

~~(5)~~ Water Department employees may trade on-call assignments, so long as they provide notice to the Department Head or whomever he/she designates.

(5)

(6) Water Department employees shall receive four hours compensable at 1½ times the regular rate of pay per week for carrying and answering the on-call phones, and shall be compensated at the applicable overtime rate for all work performed on Saturday and Sunday.

~~(6) Water Department employees shall be granted a day off to be taken on the Friday after their on-call week which includes four (4) hours of on-call time for readings and four (4) hours for being on-call time.~~

Formatted: Line spacing: Double

Formatted: Indent: Left: 0.5", Line spacing: Double, No bullets or numbering

#### SECTION 4.10: REPORT PAY

An employee who has not been given at least two (2) hours' notice not to report to work on a regularly scheduled work day and who does report to work, shall be guaranteed four (4) hours work or pay unless the lack of employment is caused by fire, flood, storm or some other cause beyond the City's control.

SECTION 4.11: SNOWPLOWING AND ICE REMOVAL

(1) All full-time, part-time and probationary employees of the Streets Department and Water Department are responsible for snowplowing and ice removal operations as directed by management.

(32) The City reserves its management right to subcontract snowplowing and ice removal services to private entities on a one-time or continuing basis for municipality owned buildings, driveways and parking lots.

**ARTICLE V**  
**SENIORITY**

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Streets or Water Department.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence, ~~and~~ being absent for three (3) consecutive days without reporting off, or being laid off for a length of time longer than six (6) months or being absent from active employment for any other reason (other than a compensable workplace injury) for a length of time longer than six (6) months. However, if an employee returns to work in any capacity within twelve (12) months and works at least ninety (90) days, the break in continuous service shall be removed from his/her record.



### SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a seniority list for each Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

### SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first ninety (90) calendar days of employment. Employees who change Departments within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement.

## **ARTICLE VI** **LAYOFF AND RECALL**

### SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The City shall give the Union at least ninety (90) days' notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

### SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-

time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the effected Departments shall be laid off or terminated, as the case may be.

#### SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

### **ARTICLE VII** **DISCIPLINARY PROCEDURES**

#### SECTION 7.1: EMPLOYEE DISCIPLINE

The City agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The Union Steward, when appropriate, shall seek to settle disputes between bargaining unit members. Any such action taken by the Union Steward shall not be construed as disciplinary action under this section. [While the City may bypass one, more than one, or all of these steps and impose a more severe form of discipline if the underlying employee conduct justifies a more severe form of discipline.](#)

~~d~~Discipline shall [generally](#) include but not be exclusive of, the following progressive steps ~~of priority~~:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

(D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

#### SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the City shall make every reasonable effort to inform the employee of his or her rights to Union representation due to the fact that disciplinary action may be taken.

### **ARTICLE VIII** **GRIEVANCE PROCEDURE**

#### SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

#### SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a

grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

In cases of discipline or discharge, an employee who files a grievance under this Agreement shall have no recourse to the City's Civil Service Commission, and the Commission shall not have jurisdiction to review a case regarding discipline or discharge.

Further, an employee who chooses to pursue a grievance to the exclusion of the Civil Service Commission, shall execute a waiver and release of rights for presentation to the Civil Service Commission and shall agree to take no action before the Commission to challenge a charge filed thereby the City. Such action shall in no way prejudice the rights of the employee to proceed under the grievance procedure, and the City agrees to waive any and all procedural arguments concerning arbitrability.

### SECTION 8.3: GRIEVANCE STEPS

#### STEP ONE: IMMEDIATE SUPERVISOR

The employee, with or without a Union representative, may attempt to orally resolve a grievance with his/her immediate supervisor within ~~twenty (20)~~ten (10) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within five (5) business days. Discharges and grievances dealing with matters which constitute an accumulating liability to the City shall be grieved within five (5) business days of the time the employee or the Union knew or should have known of the events giving rise to the grievance.

#### STEP TWO: MAYOR

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Mayor of the City of Loves Park within ten (10) business days of the Step One response.

Subject to the five (5) day proviso set forth in Step One, above, the grievance may be filed directly at Step Two within twenty (20) business days of the event giving rise to the grievance or when the employee/Union reasonably should have realized that a dispute existed.

The Mayor or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Mayor or designee shall submit a written response within five (5) business days of the conference. If the conference is not scheduled, the Mayor or designee shall respond to the grievance in writing within five (5) business days of receipt of the appeal.

### STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in Step Two, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submittal date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action (s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and City. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

**SECTION 8.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

**SECTION 8.5: SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the City's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice not to exceed a total of thirty (30) calendar days for the particular grievance.

**SECTION 8.6: UNION STEWARD**

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate one (1) Steward and will provide written notice to the Mayor to identify the Steward.

**ARTICLE IX  
HOLIDAYS**

**SECTION 9.1: GENERAL INFORMATION**

All bargaining unit employees shall receive the same paid holidays as all other City employees. Moreover, on days when other City employees are allowed to go home early with pay, bargaining unit

employees who are not given the time off shall be compensated with pay at overtime rate or shall accumulate compensatory time for all hours worked during the established work day.

**SECTION 9.2: SPECIFIC APPLICATIONS**

- (A) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.
- (B) Paid time off to vote will be made available if a reasonable period of off-duty time is not available.

**SECTION 9.3: HOLIDAY PAY**

All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall receive eight (8) hours pay as described in the preceding sentence and shall be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday.

In order to receive Holiday pay, an employee must work the last scheduled day of work preceding the Holiday and the first scheduled day of work following the Holiday. Employees who are on lay-off or other unpaid leave of absence shall not qualify for holiday pay. The City has the right to request medical verification for use of paid sick leave the day before or after a Holiday.

**ARTICLE X**

**VACATIONS**



SECTION 10.1: VACATION ACCRUAL

(A) All vacation accrual will be according to the fiscal year (May 1 - April 30). Full-time employees who begin employment with the City between January 1 and April 30 will not be eligible for vacation leave until May 1 of the next calendar year. Full-time employees who begin employment with the City between May 1 and December 31 will also become eligible for vacation leave on May 1 of the next calendar year.  
anniversary.

(B) Vacations with pay shall be granted to all full-time employees in accordance with the following schedule:

<u>Service Time</u>	<u>Weeks/Days</u>
First six months	No vacation earned
After six (6) months	1 week
After 1 - 7 fiscal years	2 weeks
After 8 - 11 fiscal years	3 weeks
After 12 - 17 fiscal years	4 weeks
After 18 fiscal years and over	5 weeks

SECTION 10.2: VACATION USAGE

- (A) An employee is eligible to take Vacation Leave upon completing six months of service with the City.
- (B) Employees may carry-over up to ten (10) days' Vacation Leave from one fiscal year to the next with Department Head approval.

- (C) Vacation time not scheduled according to Section 10.4 below must have prior approval of the department head.
- (D) If a holiday should fall during the scheduled vacation period, the employee shall not be charged a vacation day for the Holiday.

SECTION 10.3: VACATION PAY

- (A) Upon separation, a non-probationary employee shall be paid for all unused accrued vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

SECTION 10.4: VACATION SELECTION

- (A) Beginning January 1 of each year, employees may reserve up to two (2) "primary" weeks' Vacation Leave, in order of Department seniority. Primary weeks must be reserved by the third week of February.
- (B) After all bargaining unit employees have reserved their primary weeks, employees may reserve additional Vacation Leave at any time. If more than one (1) employee applies for the same Vacation Leave period at the same time, the employee with greater seniority shall have first preference.
- ~~(B)~~(C) At no time may more than two (2) employees from the Street Department or more than two (2) employees from the Water Department simultaneously schedule and/or take vacation under this Article in increments of one (1) complete vacation day or more unless otherwise approved by management.

**ARTICLE XI**  
**SICK LEAVE**

SECTION 11.1: SICK LEAVE ACCRUAL

All full-time employees shall accrue sick leave at the rate of one (1) day per month of continuous service with the City. An employee may accrue up to 120 days of sick leave.

SECTION 11.2: SICK LEAVE RESTRICTIONS

Sick leave may be granted in minimum one (1) hour blocks for any of the reasons listed below, subject to Department Head approval. Sick leave shall not be unreasonably denied.

- (A) Incapacitation due to illness, injury or disability.
- (B) Personal medical or dental appointments.

(C) An employee may request paid sick leave for extenuating circumstances from the Department Head.

(D) For the illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent.

~~(E)~~

SECTION 11.3: PERSONAL DAYS

Employees may use three (3) sick days per year as personal days. Personal days may be taken in half-day (four (4) hour) or full-day increments and may only be denied for emergencies or scheduling conflicts. Personal days may not be used on a scheduled day of work preceding a holiday or a scheduled vacation nor the first scheduled day of work following as holiday or scheduled vacation. Employees shall give 48 hours' notice, when practicable, before using a personal day.

SECTION 11.4: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

Formatted

**ARTICLE XII**  
**LEAVES OF ABSENCE**

**SECTION 12.1: DISABILITY LEAVE**

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

**SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE**

An employee with at least twelve (12) months seniority may petition his/her Department Head for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

**SECTION 12.3: FUNERAL LEAVE**

When death occurs in the immediate family of any bargaining unit employee who has at least one (1) year seniority, said employee shall be granted three (3) days off without loss of pay, provided he/she actually attends the funeral. The three (3) days shall be scheduled with the funeral as the second day. Where the three (3) days coincide with a Saturday or Sunday, such weekend days will not be paid. If the employee must travel more than 500 miles to attend the funeral, he/she shall be granted five (5) days off without loss of pay. Additional time, up to three (3) days off, may be granted at the discretion of the Department Head, and will be deducted from accumulated sick leave.

For purposes of this article, "immediate family" shall include the employee's current spouse, child or step-child, parent or stepparent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent.

In accordance with applicable law, as amended from time to time, eligible employees who lose a child may be permitted up to ten (10) days off in total (three (3) of which would be paid and the remainder of which would be unpaid). Eligible employees who lose more than one child in a twelve-month period, may receive up to six (6) weeks off in total (three (3) days of which would be paid and the remainder of which would be unpaid). Such leave shall be taken within sixty (60) days of the employee receiving notice of the child's passing. To be eligible, an employee must have 1,250 hours of service with the City in the twelve (12) month period prior to the request. This leave may not be taken in addition to or in excess of FMLA leave provided for below.

The City may require documentation to verify the necessity of any funeral leave.

#### SECTION 12.4: FAMILY AND MEDICAL LEAVE

##### (A) Eligibility

An employee shall be eligible for Family and Medical leave when he/she:

- (1) Has been employed by the City for at least twelve (12) months prior to the request; and
- (2) Has worked at least 1,250 hours within the twelve (12)

month period previous to the request. Definitions

- (1) A family and medical leave of absence is defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave in a twelve (12) month period under the circumstances set forth herein.
- (2) A family and medical leave of absence is a leave for reason of one (1) of the following:
  - (a) Birth of a child to the employee;

(b) The placement of a child with an employee for adoption or State-approved foster care;

(c) The serious health condition of the employee; ~~or~~

(d) The serious health condition of the child, parent, spouse, sibling or stepsibling of the employee; or;

~~(d)~~(e) A “qualifying exigency” arising out of the fact that the eligible employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation or as otherwise allowed by statute.

(3) For the purposes of this policy, "child" is defined as a biological, adopted or foster child, a step-child, a legal ward or a child over whom the employee is standing *in loco parentis* who is either under eighteen (18) years of age or a dependent adult.

(4) "Parent" is defined as a biological, foster, or adoptive parent, a stepparent or a legal guardian, a parent-in-law, grandparent or step-grandparent.

(5) "Serious health condition" is defined as an illness, injury, impairment or physical or mental condition of the employee, or of the child, parent, spouse sibling or step-sibling of the employee, and also involves either (1) treatment in an in-patient facility or (2) continuing treatment of supervision by a health care provider.

(C) Intermittent Leave

(1) Leave under this section may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

(2) Use of intermittent leave under this section for birth or placement for adoption or foster care is subject to the Department Head's approval.

(D) Substitution of Other Paid Leave

Except as otherwise approved by the employee's department head, an eligible employee must use vacation, compensatory and personal time for any part or all of the twelve (12) weeks in keeping with the provisions of the Agreement.

(E) Employment Restoration

Any eligible employee who takes a leave covered by this Section will be entitled upon return from such leave to be restored to the same position of employment as held when the leave began, or to be restored to an equivalent position with equivalent employment benefits, pay and terms and conditions of employment. Exceptions to the employment restoration provisions may be made for certain "key" employees to the extent allowed by law. A doctor's release is required where the employee is returning from a medical leave of three (3) or more days.

(F) Basic Conditions for Leave

In addition to the eligibility provisions and other terms of this Section, the following basic conditions for a family and medical leave of absence must be met:

- (1) The City will require medical certification from a health care provider to support a request for leave due to an employee's own serious health condition or due to the employee's need to care for a child, spouse or parent with a serious health condition. The medical certification must confirm the following:
  - (a) With respect to a leave requested due to the employee's own serious health condition, the medical certification must state that the employee has serious health condition and is unable to perform the functions of his or her position because of said condition.
  - (b) With respect to a leave requested for the purposes of caring for a child, spouse, or parent, the medical certification must confirm the existence of a serious health condition and that the employee is needed to provide for the child, spouse, or parent possessing such health condition.

- (2) At the City's discretion, a second opinion may be required at the expense of the City. Moreover, upon written notification, periodic recertification of the need for the leave may also be required by the City. The City's recertification requirement shall not be abused. In the event that the second medical opinion is required by the City and the first and second medical opinions differ, the City, at its expense, may require the opinion of a third health care provider selected by the City and the employee. The opinion of the third health care provider shall be binding upon the parties. For purposes of a leave due to the serious health condition of the employee, or due to the serious health condition of a spouse, parent or child of the employee, where medically necessary on an intermittent or reduced leave schedule (if leave is required on this basis), the City may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of absence or a part-time schedule, provided such a temporary position has equivalent pay and benefits.
- (3) Where the employee and his or her spouse are both employed by the City, the employee and spouse are entitled to a combined period of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or foster placement or adoption of a child, or to care for a sick parent.
- (4) Where a leave of absence is requested for the purposes of a birth, adoption, or foster placement of a child, such leave of absence must be taken within twelve (12) months after the birth, adoption or foster placement. Leave may begin prior to the birth, adoption or placement, as medical or legal circumstances dictate.

(G) Notification and Reporting Requirements

Where the need for the leave may be planned in advance (such as the birth or placement of a child, or a scheduled medical treatment), the employee must provide thirty (30) days prior written notice to the City and make efforts to schedule the leave to minimize the disruption to the City's



operations. Where thirty (30) days' notice is not possible, the employee must give as much notice as is practicable of a need for leave of absence. Failure to provide timely notice may result in a delay of action on the leave request. Upon written request by the employee's department head, the employee may be required to report periodically on his or her leave status and of his or her intention to return to work.

(H) Status of Employee Benefits During Leave of Absence

An Employee on an approved leave of absence pursuant to this policy will continue his or her coverage under the City's group health plan during the Leave. Should the employee elect not to return to work from an approved leave of absence, the City may recover from that employee the cost of premiums which the City paid, if any, to maintain the employee's group health plan coverage during the period of the unpaid portion of the leave of absence, unless the failure to return to work was for reasons beyond the control of the employee. An employee on a leave of absence pursuant to this Section accrues no additional seniority or other employment benefits during the leave.

(I) Procedures for Requesting Leave

An employee requesting a family or medical leave must follow specific procedures. In addition to the requirements set forth in the other provisions of this Section, these procedures are as follows:

- (1) The employee must complete and submit a request for family and medical leave of absence form;
- (2) The employee must complete and submit an insurance premium recovery authorization form;

- (3) When the leave is requested as a result of the employee's own serious health condition, or the serious health condition of the parent, spouse or child of the employee, the employee must submit a completed certification of physician or practitioner form.

(J) Calculation of the Twelve (12) Month Period

For the purposes of this Policy, in determining the twelve (12) month period during which the twelve (12) weeks of leave may be granted, the Employer will utilize the "twelve month backward" method in calculating the extent of family and medical leave to which an employee is entitled. Under this method, when an employee makes a request for family and medical leave, the employee's family and medical leave record for the twelve (12) months preceding the date of the intended leave is examined.

In that twelve (12) month period, the employee will be entitled to take a maximum of twelve (12) weeks of family and medical leave.

(J) Military Family Special Leave Entitlement

In accordance with applicable law, if an otherwise eligible employee needs leave to care for a covered servicemember with a serious injury or illness and if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember, the employee shall be entitled to twenty-six (26) weeks of leave during a "single twelve (12) month period" and such period shall begin on the first day the eligible employee takes leave to care for a covered servicemember and ends twelve (12) months after that date. Provided, however, that no more than twenty-six (26) weeks of leave may be taken in any

[single twelve \(12\) month period for a combination of any or all of the leaves covered by this Section 12.4.](#)

#### SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay but shall reimburse the City for any payments received for jury duty.

#### SECTION 12.6: MILITARY LEAVE

##### (A) Reserve Training Leave

Any employee who, as a member of a military reserve unit of the United States or the State of Illinois, attends special training assignments, shall be given leave, not to exceed fourteen (14) calendar days in a calendar year. This leave shall not affect vacation, sick leave, or other benefits in any way.

The employee will receive full pay during the leave, computed at an amount equal to 100 percent of an employee's current base pay, less any payments made by the reserve unit.

##### (B) Regular Inductee

An employee who leaves active employment for the purpose of entering the armed forces or Coast Guard by enlistment, draft or recall (including activation of a reserve unit), will be granted a Military Leave of Absence.

Upon the expiration of such Leave of Absence, the employee will be restored to his/her former job classification at the same rate of pay, provided the employee applies for reemployment within ninety (90) days after discharge from active service or hospitalization continuing after discharge.

(C) Military Family Leave

Military family leave will be provided in accordance with and to the extent applicable state and federal law.

**ARTICLE XIII**  
**HEALTH INSURANCE ~~AND PENSION~~**

With the exception of any benefits which are the subject of any letter of understanding, the health insurance program in place at the date of execution of this Agreement for current employees (i.e., those employed as of such date) and for individuals to whom a written offer of employment has been extended as of such date, consistent with the summary of benefits outlined in Exhibit A, will be maintained through ~~April 2021~~ April 30, 2024. Additionally, to the extent the City elects to continue, in its sole discretion, an ECOH Two PPO program and/or an ECOH One PPO program, such program(s) may also be offered to current employees (i.e., those employed as of such date) and to individuals to whom a written offer of employment has been extended as of the date of execution of this Agreement (in addition to the benefits outlined in Exhibit A); the ECOH benefits are summarized in the attached Letter of Understanding marked as Exhibit B. Exhibits A and B are attached hereto and made a part hereof. The above notwithstanding, the City has the right to discontinue offering the ECOH Two PPO program and/or the ECOH One PPO program at any time, in its sole discretion, but shall provide reasonable advance notice to the Union in the event of such discontinuation.

New employees (those employed by the City after the date of execution of this Agreement and/or to whom a written offer of employment had not been extended as of such date) may be offered coverage under the existing health insurance plan (as described above); or, in its sole discretion, the City may, at any time with reasonable advance notice to the Union, elect to offer such new employees (those hired after the date of execution of this Agreement) only a high deductible health insurance plan (which may or may not be

accompanied by a health savings account) as part of a two (2) tier health insurance program that may be initiated and maintained by the City. The terms and conditions of such a high deductible health plan and/or health savings account shall be determined by the City, in its sole discretion, consistent with applicable law. Coverage for new employees shall begin as of the day following the ninetieth (90) day of employment and eligibility for and the terms of such coverage shall otherwise be subject to the applicable plan document(s).  
~~New employees will be covered on the day following the ninetieth (90) day of employment.~~

The City's obligation to provide this benefit is restricted to actively employed employees only. The City will make the benefit available to an inactive employee only at the employee's expense and only to the extent that it is required to do so by the State of Illinois or Federal law.

If an employee is eligible for and chooses to participate in the City's health insurance program that is in effect at the date of execution of this Agreement (as opposed to the high deductible health insurance plan, which may or may not be accompanied by a health savings account), the City will pay the cost of this program for the employee's single coverage. The employee's monthly cost for family coverage shall be 10% of the difference between the adopted COBRA single rate and the adopted COBRA family rate, not to exceed \$30.00 per pay period during the term of this Agreement. The adopted COBRA rate shall mean the monthly COBRA rates as adopted by the City from time to time for single and/or family coverage. The employee shall be solely financially responsible for the amounts specified above for each group health insurance family premium before the City's obligation to pay arises. Should the City elect to offer a high deductible health insurance plan to new employees (as set forth above), the costs of such program to the City and to the employee will be subject to the plan's terms as determined by the City, in its sole discretion, the provisions of which shall be provided to the Union with reasonable advance notice.

Should the City wish to [otherwise](#) change benefit levels, participate in programs to reduce health insurance cost, or utilize health maintenance organizations or other similar groups, it shall first give notice to and offer to negotiate with the Union regarding such changes.

Formatted: Centered, Indent: Left: 0", First line: 0"

**ARTICLE XIV**  
**EMPLOYEE TRAINING AND EDUCATION**

**SECTION 14.1: COMPENSATION**

The City agrees to compensate all bargaining unit employees at straight time rate up to eight (8) hours per day for all training, schools, and courses which the City requires an employee to attend during off-duty hours. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. Employees shall be reimbursed for one meal for every day of five (5) to ten (10) hours at the rate of \$8.00 per meal. In the event that an employee needs to stay overnight at such training/school session, the City will reimburse the employee the reasonable cost of lodging, as approved by the Department Head.

**SECTION 14.2: CDL LICENSE**

All employees will be required to have a Commercial Driver's License (CDL) in the respective class (currently Class A) and any endorsements required by the City from time to time, in accordance with Illinois law. Current employees with such a license and endorsements will receive a one-time one thousand dollar (\$1,000.00) bonus payment. Current employees without such license or endorsements must likewise obtain them within one (1) year of the date of execution of this Agreement. New employees must obtain this license and any endorsements within six (6) months of the start of their employment. The City shall offer reasonable training to employees on a schedule determined by the City and allow all bargaining unit employees reasonable access to a City truck to use for testing purposes. For current employees without the required

license and/or endorsements, after passage of the test within one (1) year of the date of execution of this Agreement, the City shall reimburse all bargaining unit employees required to have a CDL the cost of preapproved study materials, the cost of any and all licensing tests, and the cost of renewal of the CDL and shall provide the employees a one-time one thousand dollar (\$1,000.00) bonus payment. For new employees without the required license and/or endorsements, after passage of the test within six (6) months of the start of their employment, the City shall reimburse all bargaining unit employees required to have a CDL the cost of preapproved study materials, the cost of any and all licensing tests, and the cost of renewal of the CDL. All bargaining unit employees are eligible to be paid for time spent taking a CDL test. Paid time spent studying while at work, if any, shall be subject to the Department Head's approval. Time spent studying outside of work shall be unpaid. If the required CDL and/or endorsements are not timely obtained, the City shall send the employee to a CDL training course of its choice, at the City's expense, whereafter the employee will have one final opportunity to pass the CDL test. If the employee passes the final, post-training test, the employee will be reimbursed the cost of preapproved study materials, the cost of any and all tests, and the cost of renewal of the CDL. If the employee fails the final, post-training test, the employee will be reimbursed the costs of preapproved study materials and any and all tests and will be terminated for failing to satisfy the licensing requirement. If the required CDL and/or endorsements are not maintained, an employee may be subject to discipline, up to and including termination.

~~All employees will be required to have a Class B Commercial Driver's License (CDL) with air brakes; new employees must obtain this license within 90 days of the start of their employment. Current employees without this license must likewise obtain the license within 90 days of the date of execution of this Agreement. The City shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of renewal of said license.~~

SECTION 14.3: EDUCATIONAL INCENTIVE

With Department Head prior approval, full-time bargaining unit employees who voluntarily participate in an education and training program applicable to City interest shall be eligible to receive reimbursement for tuition, registration and other items charged by the educational institution incidental to the course. Expenses will be reimbursed upon providing certified proof of satisfactory course completion. Receipts are required for reimbursement.

**ARTICLE XV**  
**SAFETY**

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the City shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued. An employee shall have the duty to conduct him or herself safely on the job site. An employee who acts in an unsafe manner may be subject to disciplinary action under Article VII of this contract.

City and Union agree to work together to modify the City's safety program as it applies to the Streets and Water Departments.



The Department head may recommend an appropriate recognition for individuals who perform their duties with outstanding attention to safety. Such recognition must be approved by the Mayor and the City Council.

**ARTICLE XVI**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION 16.1: LABOR-MANAGEMENT CONFERENCES**

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and City representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and 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) The identification of possible health and safety- concerns.

A Union representative and/or Union Steward may attend these meetings. The City may assign appropriate management personnel to attend.

**SECTION 16.2: PURPOSE**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the City representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

**ARTICLE XVII**  
**SUBCONTRACTING**

Prior to subcontracting out work done by bargaining unit employees, except that which has been subcontracted prior to the date this Agreement took effect, the City shall notify the Union and offer the Union an opportunity to meet and negotiate. The City will provide the Union a copy of any subcontract proposal it is considering, including all bids of outside parties, and will afford the Union a reasonable amount of time to respond to such proposal. Subcontracting snowplowing and ice removal services pursuant to Section 4.11 is exempt from this Article.

**ARTICLE XVIII**  
**UNIFORMS AND EQUIPMENT**

**SECTION 18.1: UNIFORMS**

The City shall provide an allotment of work uniforms for all bargaining unit employees.

**SECTION 18.2: PROTECTIVE CLOTHING**

The City shall provide all necessary protective clothing. This includes uniforms and required seasonal work clothing. The City shall replace all worn or unsafe items. The City shall have final determination of required items. Approval by Department manager is required.

**SECTION 18.3: PRESCRIPTION SAFETY GLASSES**

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

- (A) Reimbursement may be made once every two years;
- (B) The City shall reimburse fifty percent (50%) of the cost for one (1) pair of prescription safety glasses, up to a

maximum of \$125 for each purchase. The City further agrees to replace glasses should an employee's original pair become damaged/broken on the job.

**ARTICLE XIX**  
**PERSONNEL RECORDS**

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available ~~during regular business hours for an employee and/or his/her designee to review~~ in accordance with applicable law.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: ~~REMOVAL OF~~ DISCIPLINARY RECORDS

~~All~~ Disciplinary records shall not be ~~shall automatically be~~ removed from an employee's file. However, a prior disciplinary incident shall not be used as a basis for progressive discipline if there has been no reoccurrence of the conduct giving rise to the prior discipline in the eighteen (18) months following the imposition of such discipline ~~e after eighteen (18) months from occurrence, provided the conduct which led to the discipline has not recurred during that time period.~~

**ARTICLE XX**  
**NON-DISCRIMINATION**

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION

Both the City and the Union agree not to discriminate against any employee on the basis of actual or perceived race, sex or gender, creed, religion, color, ~~sexual orientation~~, marital or parental status, age, national

origin, ~~political affiliation and/or beliefs~~, disability, sexual orientation (including gender-related identity), military status, pregnancy, ancestry, order of protection status, unfavorable military discharge, citizenship status, arrest record, genetic information, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

#### SECTION 20.2: UNION ACTIVITY

The City and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

### **ARTICLE XXI** **NO STRIKE / NO LOCKOUT**

#### SECTION 21.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike.

#### SECTION 21.2: NO LOCKOUT

During the term of this Agreement, the City shall not lockout any bargaining unit employees.

### **ARTICLE XXII** **BARGAINING RIGHTS**

#### SECTION 22.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to City policy matters directly affecting wages, hours and terms and conditions of employment.

**SECTION 22.2: MANAGEMENT RIGHTS**

The City shall not be required to bargain over matters of inherent managerial policy, as defined by Section 4 of the Illinois Public Labor Relations Act.

The City shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Streets and Water Departments. These rules and regulations must be posted. Posting shall constitute notice to the employees of the rules. The reasonableness of any rule promulgated by the City is subject to adjudication through the grievance procedure. There shall be no ex post facto implementation of rules, and further, they shall not be in effect until they have been posted for at least seventy-two (72) hours.

The City retains all of its rights as an employer which it now has under law and common law unless a specific clause of this contract expressly abridges such rights.

**ARTICLE XXIII**  
**WAGES**

**SECTION 23.1: WAGE RATES**

The hourly base wage rate (excluding longevity pay) for full- time bargaining unit personnel in either the Streets or Water Department shall be as follows:

**Commented [A1]:** Update chart.

5 Year Wage Table						
Years of Service						
Title	Year	1	2	3	4	5 +
P.W. Operator Full- time Streets & Water						
3.0%	<del>18/19</del> 21/22	<del>\$24,312</del> 3,29	<del>\$25,163</del> -03	<del>\$26,994</del> 4,70	<del>\$28,877</del> \$26,42	<del>\$30,017</del> 7,47
3.0%	<del>19/20</del> 22/23	<del>\$24,95</del> \$23,99	<del>\$25,725</del> 91	<del>\$27,80</del> \$25,44	<del>\$29,74</del> \$27,21	<del>\$30,91</del> \$28,29
3.0%	<del>20/21</del> 23/24	<del>\$25,61</del> 24,71	<del>\$26,69</del> \$24,43	<del>\$28,63</del> \$26,20	<del>\$30,63</del> \$28,03	<del>\$31,84</del> \$29,14
NOTE: Longevity begins upon 5 years of completed Service						
Regular Part-time						
3.0%	<del>18/19</del> 21/22	<del>\$16,75</del> 15,33				
3.0%	<del>19/20</del> 22/23	<del>\$15,79</del> 17,25				
3.0%	<del>20/21</del> 23/24	<del>\$17,77</del> 16,26				

The two (2) lead positions in the Water Department (Production Lead and Distribution Lead) shall receive 8% over fulltime 5+ scale for each year of this Agreement. The Production Lead must have his or her Class B Water Operator's license.

Subject to the Department Head's approval, an employee with a Class B Water Operator's license shall receive a .50¢ increase to his base wage rate.

SECTION 23.2: LONGEVITY PAY

Each full-time bargaining unit employee shall receive longevity pay based on his or her hourly rate as shown on his or her time card payable annually on the first pay date after the May 1 common anniversary date, based on his or her years of completed service since last date of hire as a full-time employee of the City in accordance with the following schedule:

5 years completed service 2% of base wage

10 years completed service 4% of base wage

15 years completed service 6% of base wage

20 years completed service 8% of base wage

SECTION 23.3: TEMPORARY ASSIGNMENT PAY

When the Department Head of either the Streets Department or Water Department is absent from a regularly scheduled work day and assigns a person to act as group leader in his/her place, the assigned employee shall be compensated at 115% of the normal hourly rate of pay of the highest paid bargaining unit member working under him.

**ARTICLE XXIV**  
**DRUG AND ALCOHOL POLICY**

The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, [as may be amended in the future pursuant to federal or state law](#), is set forth in ~~Appendix Exhibit B~~[C](#), attached hereto and made a part hereof.

**ARTICLE XXV**  
**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XXVI**  
**TERMINATION**

This Agreement shall be effective as of the first day of May 2021~~18~~ and shall remain in full force and effect until the thirtieth day of April ~~2021~~2024, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be 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 during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**ARTICLE XXVII**  
**EMERGENCIES**

In the event the Governor declares an emergency, and the emergency makes compliance with Article IV or Article X of this Agreement impracticable, the City shall be excused temporarily



from complying with Article IV and/or Article X of this Agreement. Once it is no longer impracticable to comply with Article IV and/or Article X of this Agreement, or the Government declares an end to the emergency, whichever is occurs sooner, the City shall once again be obligated to comply with the terms of this Agreement without exception. In no event shall the City be relieved of its obligation to pay contract wages rates and in no event shall the City use this provision to diminish overtime opportunities.

Formatted: Indent: Left: 0", First line: 0"

Formatted: Line spacing: Double

Formatted: Line spacing: Double

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of

~~July~~ \_\_\_\_\_, ~~2018~~2021, in the City of Loves Park.

**International Union of Operating Engineers,  
Local 150, Public Employees Division**

**CITY OF LOVES PARK, an  
Illinois Municipal Corporation**

By: \_\_\_\_\_  
James M. Sweeney  
Its: President-Business Manager

By: \_\_\_\_\_  
Gregory Jury  
Its: Mayor

By: \_\_\_\_\_  
Bryan P. Diemer  
Its: Attorney

By: \_\_\_\_\_  
Steve Thompson  
Its: Public Works Director

By: \_\_\_\_\_  
Stephen D. Karpowicz  
Its: Business Representative

By: \_\_\_\_\_  
Robert Schlensker  
Its: Alderman, Chair of Public Works

By: \_\_\_\_\_  
John Jacobson  
Its: Alderman, Chair of Finance

The International Union of Operating Engineers, Local 150, and the City of Loves Park, agree that the Collective Bargaining Agreement signed today shall have retroactive effect to May 1, 2018 on all hours paid for economic items only. All other terms in this Agreement take effect on the date of execution.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding this \_\_\_ day of ~~July~~ \_\_\_\_\_ ~~2018~~ 2021 in the City of Loves Park.

**International Union of Operating Engineers,  
Local 150, Public Employees Division**

**CITY OF LOVES PARK, an  
Illinois Municipal Corporation**

By: \_\_\_\_\_  
James M. Sweeney  
Its: President-Business Manager

By: \_\_\_\_\_  
Gregory Jury  
Its: Mayor

By: \_\_\_\_\_  
Bryan P. Diemer  
Its: Attorney

By: \_\_\_\_\_  
Steve Thompson  
Its: Public Works Director

By: \_\_\_\_\_  
Stephen D. Karpowicz  
Its: Business Representative

By: \_\_\_\_\_  
Robert Schlensker  
Its: Alderman, Chair of Public Works

By: \_\_\_\_\_  
John Jacobson  
Its: Alderman, Chair of Finance

The International Union of Operating Engineers, Local 150, and the City of Loves Park, agree to employ the interest arbitration process set out in Section 14 of the Illinois Public Labor Relations Act in future negotiations should impasse arise.

IN WITNESS WHEREOF, the parties have executed this Letter of

Understanding this \_\_\_ day of ~~July~~ \_\_\_\_\_, ~~2018-2021~~ in the City of Loves Park

**International Union of Operating Engineers,  
Local 150, Public Employees Division**

**CITY OF LOVES PARK, an  
Illinois Municipal Corporation**

By: \_\_\_\_\_  
James M. Sweeney  
Its: President-Business Manager

By: \_\_\_\_\_  
Gregory Jury  
Its: Mayor

By: \_\_\_\_\_  
Bryan P. Diemer  
Its: Attorney

By: \_\_\_\_\_  
Steve Thompson  
Its: Public Works Director

By: \_\_\_\_\_  
Stephen D. Karpowicz  
Its: Business Representative

By: \_\_\_\_\_  
Robert Schlensker  
Its: Alderman, Chair of Public Works

By: \_\_\_\_\_  
John Jacobson  
Its: Alderman, Chair of Finance

EXHIBIT C

DRUG AND ALCOHOL POLICY

BETWEEN

THE CITY OF LOVES PARK

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150, PUBLIC EMPLOYEES DIVISION

TABLE OF CONTENTS

- I. PROHIBITIONS ..... 1
  - A. General Prohibitions ..... 1
  - B. Prohibited Alcohol-Related Conduct..... 1
  - C. Prohibited Drug-Related Conduct..... 1
  - D. Requirements for Prescribed Controlled Substances ..... 2
  
- H. CATEGORIES OF TESTING ..... 2
  - A. Post-Accident Testing ..... 2
  - B. Random Testing ..... 3
  - C. Reasonable Suspicion Testing ..... 4
  - D. Return to Duty Testing..... 5
  - E. Follow-Up Testing ..... 5
  
- II. TESTING PROCEDURES ..... 5
  - A. Drug Testing Procedures..... 5
  - B. Alcohol Testing Procedures ..... 9
  
- IV. CONSEQUENCES OF POSITIVE TEST RESULTS..... 11
  - A. Confirmed Breath Alcohol Test Result  
Between 0.02 and 0.04 ..... 11
  - B. Confirmed Breath Alcohol Test Result of 0.04 or more  
or Other Prohibited Alcohol Conduct..... 11
  - C. Confirmed Positive Urine Drug Test..... 11
  - D. Discipline..... 12
  - E. Refusal to Test..... 12
  
- V. CONFIDENTIALITY OF RECORDS ..... 13
  - A. Employee Entitled to Information ..... 13
  - B. Conditions Under Which the City Must Release Records..... 13
  
- VI. EMPLOYEE ASSISTANCE PROGRAM..... 14
  - A. Voluntary Referral.....14
  - B. Confidentiality of Referral ..... 14
  - C. Rehabilitative Leave of Absence..... 14
  
- VII. TRAINING AND EDUCATION ..... 15
  
- VIII. GRIEVANCE PROCEDURE .....15

## I. PROHIBITIONS

### A. General Prohibitions

The unlawful manufacture, sale, distribution, dispensation, possession, transportation or use of a controlled substance (including, but not limited to cannabis, cannabis extracts, and synthetics) (a “drug”) or alcohol is prohibited on all City premises, in any municipality-owned or leased commercial motor vehicles, or other locations where an employee is to perform work. Despite more recent state law changes, cannabis remains illegal under federal law, with or without a prescription. Lawful medical cannabis requests will be handled in accordance with the City’s Accommodation Policy.

### B. Prohibited Alcohol-Related Conduct

An employee shall not perform work for the City if he/she has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

### C. Prohibited Drug-Related Conduct

An employee shall not perform work for the City if he/she has engaged in any of the following activities:

1. Using any of the following controlled substances:
  - a. Marijuana (THC metabolite) (including cannabis extracts and synthetics)
  - b. Cocaine
  - c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

D. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle or performing a safety-sensitive function for the City must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle or to perform a safety-sensitive function.
2. If the therapeutic drug use may effect the employee's ability to operate a commercial motor vehicle or perform a safety-sensitive function, the employee may be temporarily assigned to an alternate duty or may be transferred to another appropriate position, if such duty or position is available.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in a City vehicle and a controlled substance or alcohol could have been a contributing factor to the accident, and:
  - a. The accident involved the loss of life or bodily injury to an individual requiring medical treatment in excess of basic first-aid; or
  - b. The employee was issued a citation for a moving traffic violation.
2. Post-Accident Alcohol Testing
  - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
  - b. If testing is not administered within two (2) hours of the accident, the City must prepare and maintain a record stating the reason the test was not promptly administered.
  - c. If testing is not administered within eight (8) hours of the accident, the City shall cease attempts to administer an alcohol test.
  - d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.



3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the City shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the City must prepare and maintain a record stating the reason the test was not promptly administered.
- c. An employee required to be tested under this section is prohibited from taking any of the controlled substances identified in Article I, Section C (1) of this policy for at least thirty-two (32) hours following the accident or until after the drug test.

4. Refusal to Undergo Testing

Any employee who refuses a required post-accident alcohol and/or drug test, or fails to complete the testing (except for valid medical reasons), shall be deemed to have tested positive.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The City will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The City shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The City shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

- b. The City shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The City shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
  3. Selection
    - a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
    - b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the City shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

### **C. Reasonable Suspicion Testing**

Conducted according to the following guidelines when a trained supervisor, in good faith, believes that an employee manifests specific, articulable symptoms of impairment or being under the influence of alcohol and/or drugs, while at work, including, but not limited to the following: speech, physical dexterity, agility, coordination, demeanor; irrational or unusual behavior or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others; disruption of processes and/or operations; carelessness that results in damage to equipment or property or injury; appearance of eyes and/or face; odor; direct observation of drugs or alcohol; and/or other information provided by a reliable and credible source.

1. A second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
2. The employee is entitled to Union representation before being questioned or tested following a reasonable suspicion determination, if s/he so requests. Questioning and/or testing shall not be inordinately delayed if a representative is not immediately available.
3. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
4. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

#### **D. Return to Duty Testing**

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

#### **E. Follow-Up Testing**

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL. Follow-up testing shall no extend beyond sixty (60) months.
2. If the Substance Abuse Professional does not recommend continued testing, the employee shall no longer be subject to the unannounced testing procedures of this provision.

### **III. TESTING PROCEDURES**

#### **A. Drug Testing Procedures**

1. Collection Site
  - a. Once a drug test is announced, an employee shall go directly to the collection site.
  - b. Upon arrival, the employee shall be provided with a form to list any prescription or non-prescription medication s/he is using.
  - c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
  - d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet,
  - e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the City as the person responsible for receiving laboratory results generated by the City's drug testing program. The MRO shall have knowledge of substance abuse

disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

### 3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DI-IHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT).
- c. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.
- d. Testing at the second laboratory shall be done using the Gas 6 Chromatography/Mass Spectrometer (GC/MS) method.

### 4. Primary Specimen Test Results

#### a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the City and the employee.

#### b. Positive Test Results

1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to any person until they are reviewed by the MRO.

2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

- a) If the MRO determines that the positive result was caused by the legitimate, lawful medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative. The employee's use of such drug shall comply with the requirements of Article I, Section D of this policy.
- b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has

seventy-two (72) hours in which to request a confirmation test of the split specimen.

3) The employee shall remain out of service pending the result of the split sample analysis.

#### 5. Confirmation Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Waived or Positive Confirmation Test
  - 1) If the employee waives his right to a confirmation test, or if the confirmation test is positive, the MRO shall report a positive test.
  - 2) Upon receiving the results of the positive test, the City shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.
- d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

#### 6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered up to twenty-four (24) ounces of drinking water and allowed two (2) hours before being asked to provide another urine specimen.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.

- 1) The employee shall be placed out of service until this determination is made.
- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

#### 7. Refusal to Take Drug Test

Refusal to take drug test shall be considered a positive result, unless it is subsequently determined that the order to take the test was in violation of this policy.

### **B. Alcohol Testing Procedures**

#### 1. Screening Test

a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.

b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

#### c. Testing Site

1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.

2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.

3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

4) Once testing is complete, the BAT shall show the results to the employee.

#### d. Screening Test

- 1) If the result of the screening test is less than 0.02 percent 9 alcohol concentration, the result is negative and no further testing shall be done.

- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

e. Confirmation Test

- 1) When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
- 2) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- 3) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

f. Inability to Provide an Adequate Amount of Breath

- 1) If an employee is unable to provide an adequate amount of breath, the City may direct the employee to see a licensed physician.
- 2) The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- 3) The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- 4) If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- 5) If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- 6) The City shall pay any medical fees assessed for the examination.

g. Refusal to Take Drug Test

Refusal to take an alcohol test shall be considered a positive result, unless it is subsequently determined that the order to take the test was in violation of this policy.

#### **IV. CONSEQUENCES OF POSITIVE TEST RESULTS**

##### **A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04**

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from performing safety sensitive functions for twenty-four (24) hours or a retest below 0.02.

##### **B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct**

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from safety sensitive functions.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and
  - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

##### **C. Confirmed Positive Urine Drug Test**

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from safety sensitive functions. In the case of a positive test for cannabis, the employee will be given a reasonable opportunity to contest the result.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and
  - c. Completes the return to duty testing requirements set forth above with a negative result.
3. Substance Abuse Professional

A Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with



knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

#### **D. Discipline**

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

1. Discipline shall only be imposed for just cause.
2. Discipline shall be progressive and corrective unless circumstances surrounding the incident reasonably warrant issuance of discipline outside the customary steps of progressive, corrective discipline.
3. Nothing in this policy shall prevent the City from disciplining an employee for performance, safety or other problems in accordance with the disciplinary policy set forth in the parties' collective bargaining agreement.
4. Notwithstanding the above, under the following circumstances discipline shall not exceed the limits listed herein.
  - a. The first confirmed positive test result for prohibited drugs or alcohol: discipline up to and including a maximum five (5) work day disciplinary suspension.
  - b. Second confirmed positive test result for prohibited drugs or alcohol: discipline up to and including discharge for second offense.
  - c. Violation of the prohibition against unlawful manufacture, sale, distribution or dispensing of a controlled substance as defined in Article I of this policy: discipline up to and including discharge for first offense.
  - d. Violation of other prohibited conduct as defined in Article I of this policy: discipline up to a maximum thirty (30) work day suspension for first offense; and discipline up to and including discharge for second offense.

#### **E. Refusal to Test**

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive for purposes of Article IV of this policy and shall be immediately removed from performing safety sensitive functions.

### **V. CONFIDENTIALITY OF RECORDS**

All drug and alcohol test results and records, including any records pertaining to tests conducted on the employee, shall be maintained under strict confidentiality by the employer, drug testing laboratory, Medical Review Officer, and, where applicable, the Substance Abuse Professional.

#### **A. Employee Entitled to Information**

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

**B. Conditions Under Which the City Must Release Records**

1. To the employed, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.
5. As otherwise permitted by law.

**VI. EMPLOYEE ASSISTANCE PROGRAM**

**A. Voluntary Referral**

1. Before Testing
  - a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline under this policy. If a bargaining unit employee voluntarily refers himself or herself to the EAP on subsequent occasions, he or she may be subject to discipline as defined in Article IV(D).
  - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
  - c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the City may, in its sole discretion, consider such voluntary referral in mitigation of any discipline.

**B. Confidentiality of Referral**

All EAP referrals shall be kept strictly confidential.

**C. Rehabilitative Leave of Absence**

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the City shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

EXHIBIT C

DRUG AND ALCOHOL POLICY

BETWEEN

THE CITY OF LOVES PARK

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150, PUBLIC EMPLOYEES DIVISION

TABLE OF CONTENTS

- I. PROHIBITIONS ..... 1
  - A. General Prohibitions ..... 1
  - B. Prohibited Alcohol-Related Conduct..... 1
  - C. Prohibited Drug-Related Conduct..... 1
  - D. Requirements for Prescribed Controlled Substances ..... 2
  
- H. CATEGORIES OF TESTING ..... 2
  - A. Post-Accident Testing ..... 2
  - B. Random Testing ..... 3
  - C. Reasonable Suspicion Testing ..... 4
  - D. Return to Duty Testing..... 5
  - E. Follow-Up Testing ..... 5
  
- II. TESTING PROCEDURES ..... 5
  - A. Drug Testing Procedures..... 5
  - B. Alcohol Testing Procedures ..... 9
  
- IV. CONSEQUENCES OF POSITIVE TEST RESULTS..... 11
  - A. Confirmed Breath Alcohol Test Result  
Between 0.02 and 0.04 ..... 11
  - B. Confirmed Breath Alcohol Test Result of 0.04 or more  
or Other Prohibited Alcohol Conduct..... 11
  - C. Confirmed Positive Urine Drug Test..... 11
  - D. Discipline..... 12
  - E. Refusal to Test..... 12
  
- V. CONFIDENTIALITY OF RECORDS ..... 13
  - A. Employee Entitled to Information ..... 13
  - B. Conditions Under Which the City Must Release Records..... 13
  
- VI. EMPLOYEE ASSISTANCE PROGRAM..... 14
  - A. Voluntary Referral.....14
  - B. Confidentiality of Referral ..... 14
  - C. Rehabilitative Leave of Absence..... 14
  
- VII. TRAINING AND EDUCATION ..... 15
  
- VIII. GRIEVANCE PROCEDURE .....15

## I. PROHIBITIONS

### A. General Prohibitions

The unlawful manufacture, sale, distribution, dispensation, possession, transportation or use of a controlled substance (including, but not limited to cannabis, cannabis extracts, and synthetics) (a “drug”) or alcohol is prohibited on all City premises, in any municipality-owned or leased commercial motor vehicles, or other locations where an employee is to perform work. Despite more recent state law changes, cannabis remains illegal under federal law, with or without a prescription. Lawful medical cannabis requests will be handled in accordance with the City’s Accommodation Policy.

### B. Prohibited Alcohol-Related Conduct

An employee shall not perform work for the City if he/she has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

### C. Prohibited Drug-Related Conduct

An employee shall not perform work for the City if he/she has engaged in any of the following activities:

1. Using any of the following controlled substances:
  - a. Marijuana (THC metabolite) (including cannabis extracts and synthetics)
  - b. Cocaine
  - c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

D. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle or performing a safety-sensitive function for the City must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle or to perform a safety-sensitive function.
2. If the therapeutic drug use may effect the employee's ability to operate a commercial motor vehicle or perform a safety-sensitive function, the employee may be temporarily assigned to an alternate duty or may be transferred to another appropriate position, if such duty or position is available.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in a City vehicle and a controlled substance or alcohol could have been a contributing factor to the accident, and:
  - a. The accident involved the loss of life or bodily injury to an individual requiring medical treatment in excess of basic first-aid; or
  - b. The employee was issued a citation for a moving traffic violation.
2. Post-Accident Alcohol Testing
  - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
  - b. If testing is not administered within two (2) hours of the accident, the City must prepare and maintain a record stating the reason the test was not promptly administered.
  - c. If testing is not administered within eight (8) hours of the accident, the City shall cease attempts to administer an alcohol test.
  - d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

- e. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the City shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the City must prepare and maintain a record stating the reason the test was not promptly administered.
- c. An employee required to be tested under this section is prohibited from taking any of the controlled substances identified in Article I, Section C (1) of this policy for at least thirty-two (32) hours following the accident or until after the drug test.

4. Refusal to Undergo Testing

Any employee who refuses a required post-accident alcohol and/or drug test, or fails to complete the testing (except for valid medical reasons), shall be deemed to have tested positive.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The City will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The City shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA



Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The City shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

- b. The City shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The City shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the City shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

**C. Reasonable Suspicion Testing**

Conducted according to the following guidelines when a trained supervisor, in good faith, believes that an employee manifests specific, articulable symptoms of impairment or being under the influence of alcohol and/or drugs, while at work, including, but not limited to the following: speech, physical dexterity, agility, coordination, demeanor; irrational or unusual behavior or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others; disruption of processes and/or operations; carelessness that results in damage to equipment or property or injury; appearance of eyes and/or face; odor; direct observation of drugs or alcohol; and/or other information provided by a reliable and credible source.

1. A second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
2. The employee is entitled to Union representation before being questioned or tested following a reasonable suspicion determination, if s/he so requests. Questioning and/or testing shall not be inordinately delayed if a representative is not immediately available.
3. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.

4. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

#### **D. Return to Duty Testing**

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

#### **E. Follow-Up Testing**

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL. Follow-up testing shall no extend beyond sixty (60) months.
2. If the Substance Abuse Professional does not recommend continued testing, the employee shall no longer be subject to the unannounced testing procedures of this provision.

### **III. TESTING PROCEDURES**

#### **A. Drug Testing Procedures**

1. Collection Site
  - a. Once a drug test is announced, an employee shall go directly to the collection site.
  - b. Upon arrival, the employee shall be provided with a form to list any prescription or non-prescription medication s/he is using.
  - c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
  - d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet,
  - e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be

poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.

## 2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the City as the person responsible for receiving laboratory results generated by the City's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

## 3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DI-IHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT).
- c. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.
- d. Testing at the second laboratory shall be done using the Gas 6 Chromatography/Mass Spectrometer (GC/MS) method.

## 4. Primary Specimen Test Results

### a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the City and the employee.

### b. Positive Test Results

1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to any person until they are reviewed by the MRO.

2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

- a) If the MRO determines that the positive result was caused by the legitimate, lawful medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test

result as negative. The employee's use of such drug shall comply with the requirements of Article I, Section D of this policy.

- b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen.

3) The employee shall remain out of service pending the result of the split sample analysis.

#### 5. Confirmation Test

a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

#### c. Waived or Positive Confirmation Test

1) If the employee waives his right to a confirmation test, or if the confirmation test is positive, the MRO shall report a positive test.

2) Upon receiving the results of the positive test, the City shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

#### d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

#### 6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered up to twenty-four (24) ounces of drinking water and allowed two (2) hours before being asked to provide another urine specimen.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
  - 1) The employee shall be placed out of service until this determination is made.
  - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

#### 7. Refusal to Take Drug Test

Refusal to take drug test shall be considered a positive result, unless it is subsequently determined that the order to take the test was in violation of this policy.

### **B. Alcohol Testing Procedures**

#### 1. Screening Test

a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.

b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

#### c. Testing Site

1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.

2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.

3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

4) Once testing is complete, the BAT shall show the results to the employee.

d. Screening Test

- 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

e. Confirmation Test

- 1) When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
- 2) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- 3) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

f. Inability to Provide an Adequate Amount of Breath

- 1) If an employee is unable to provide an adequate amount of breath, the City may direct the employee to see a licensed physician.
- 2) The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- 3) The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- 4) If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- 5) If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- 6) The City shall pay any medical fees assessed for the examination.

g. Refusal to Take Drug Test

Refusal to take an alcohol test shall be considered a positive result, unless it is subsequently determined that the order to take the test was in violation of this policy.

#### IV. CONSEQUENCES OF POSITIVE TEST RESULTS

##### A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from performing safety sensitive functions for twenty-four (24) hours or a retest below 0.02.

##### B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from safety sensitive functions.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and
  - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

##### C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from safety sensitive functions. In the case of a positive test for cannabis, the employee will be given a reasonable opportunity to contest the result.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and

c. Completes the return to duty testing requirements set forth above with a negative result.

3. Substance Abuse Professional

A Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**D. Discipline**

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

1. Discipline shall only be imposed for just cause.

2. Discipline shall be progressive and corrective unless circumstances surrounding the incident reasonably warrant issuance of discipline outside the customary steps of progressive, corrective discipline.

3. Nothing in this policy shall prevent the City from disciplining an employee for performance, safety or other problems in accordance with the disciplinary policy set forth in the parties' collective bargaining agreement.

4. Notwithstanding the above, under the following circumstances discipline shall not exceed the limits listed herein.

- a. The first confirmed positive test result for prohibited drugs or alcohol: discipline up to and including a maximum five (5) work day disciplinary suspension.
- b. Second confirmed positive test result for prohibited drugs or alcohol: discipline up to and including discharge for second offense.
- c. Violation of the prohibition against unlawful manufacture, sale, distribution or dispensing of a controlled substance as defined in Article I of this policy: discipline up to and including discharge for first offense.
- d. Violation of other prohibited conduct as defined in Article I of this policy: discipline up to a maximum thirty (30) work day suspension for first offense; and discipline up to and including discharge for second offense.

**E. Refusal to Test**

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive for purposes of Article IV of this policy and shall be immediately removed from performing safety sensitive functions.



## **V. CONFIDENTIALITY OF RECORDS**

All drug and alcohol test results and records, including any records pertaining to tests conducted on the employee, shall be maintained under strict confidentiality by the employer, drug testing laboratory, Medical Review Officer, and, where applicable, the Substance Abuse Professional.

### **A. Employee Entitled to Information**

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

### **B. Conditions Under Which the City Must Release Records**

1. To the employed, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.
5. As otherwise permitted by law.

## **VI. EMPLOYEE ASSISTANCE PROGRAM**

### **A. Voluntary Referral**

1. Before Testing
  - a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline under this policy. If a bargaining unit employee voluntarily refers himself or herself to the EAP on subsequent occasions, he or she may be subject to discipline as defined in Article IV(D).
  - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.

- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the City may, in its sole discretion, consider such voluntary referral in mitigation of any discipline.

**B. Confidentiality of Referral**

All EAP referrals shall be kept strictly confidential.

**C. Rehabilitative Leave of Absence**

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the City shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

**Exhibit A**

**City of Loves Park Comprehensive Group Health Plan Amended Plan  
Effective Date December 1, 2015**

**Services not available in the network will be covered at the in-network benefit level only if referred by an ECOH 3 PPO Network Provider and pre-approved by Northern Illinois Health Plan.**

<b>GENERAL INFORMATION</b>	<b>IN-NETWORK BENEFITS</b> Services provided by an ECOH3 PPO Network Provider	<b>OUT-OF-NETWORK BENEFITS</b> Services provided by other than an ECOH 3 PPO Network Provider
<b>Waiting Period/Eligibility Date</b>	The day following 90 days employment	
<b>Annual Per Person Maximum</b>	Unlimited	
<b>Calendar Year Deductible</b>	\$250 Individual / \$500 Family	\$500 Individual / \$1000 Family
<b>Out-of-Pocket Maximum*</b> <i>(Including deductible, copayments, Mental Health &amp; Substance Abuse Treatment expenses, but excluding penalties for non-compliance with cost containment measures of the Plan)</i>	\$1,500 Individual / \$3,000 Family	\$2,750 Individual / \$5,500 Family
<b>PROFESSIONAL SERVICES</b>		
<b>Office Visits</b> <i>(including any related diagnostic x-ray or lab services performed on the day of the visit)</i>	100% after \$10 copayment per office visit	70% after deductible
<b>Physician In-Hospital &amp; Outpatient Services</b>	90% after deductible	70% after deductible
<b>WELLNESS AND PREVENTIVE SERVICES</b>		
<b>Preventive Health Services</b> <i>Recommended Preventive Services including:</i> <ul style="list-style-type: none"> <li>• Services that have in effect a rating of A or B in the current recommendation of the United States Preventive Services Task Force (USPSTF) with respect to the individual involved;</li> <li>• Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention for children, adolescents and adults;</li> <li>• Preventive care and screenings for infants, children, and adolescents provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA)</li> <li>• Recommendations of the USPSTF regarding breast cancer screening, mammography and prevention.</li> </ul>	100% no deductible	70% after deductible
<b>Women's Preventive Services</b> <i>including Well-Women visits; screening for gestational diabetes; HPV DNA testing age 30 and above; sexually-transmitted infection counseling; HIV screening &amp; counseling; FDA approved contraception methods &amp; counseling; breastfeeding support, supplies &amp; counseling; interpersonal &amp; domestic violence screening &amp; counseling.</i> <b>Detection of Breast Cancer</b> <b>Clinical Breast Exams</b> <i>Women age 20-39 every 3 yrs: Women age 40 &amp; older – annually</i> <b>Mammograms (x-ray or digital)</b> <i>Women age 35 to 39 one baseline; Women age 40 or older – annually; Women under age 40 with a family history of breast cancer or other risk facts at age and interval considered medically necessary by the woman's health care provider</i> <b>Comprehensive Ultrasound Screening</b> <i>If routine mammogram reveals heterogeneous or dense breast tissue, coverage is provided for a comprehensive ultrasound screening of entire breast or breasts, when determined medically necessary by a physician.</i>	100% no deductible	70% after deductible
<b>Dietary Consultation</b>	100% after \$10 copayment	50% after deductible
<b>Exercise Consultation</b>	100% after \$10 copayment	50% after deductible
<b>HOSPITAL AND OUTPATIENT FACILITY SERVICES</b>		
<b>Inpatient Hospital Expenses</b>	90% after deductible	70% after deductible and \$250 copayment per admission
<b>Outpatient Surgery</b>	90% after deductible	70% after deductible
<b>Outpatient Physical, Speech, and Occupational Therapy</b>	90% after deductible	70% after deductible
<b>Outpatient Laboratory Tests/Diagnostic Testing</b>	90% after deductible	70% after deductible
<b>EMERGENCY AND URGENT CARE SERVICES</b>		
<b>Emergency Room Care</b>	100% after \$25 copayment per visit	100% after \$25 copay per visit
<b>Urgent Care Clinic Services</b>	100% after \$10 copayment	70% after deductible
<b>Emergency Ambulance</b>	100%	100% waiver of deductible and Usual & Customary provision
<b>Supplemental Accident Benefit</b> <i>(Initial treatment within 72 hours following accident. Follow-up care must be received within 90 days of the accident.)</i>	100%, waiver of deductible and coinsurance. \$500 maximum per accident.	

**\*If the Out-of-Pocket Maximum is reached in a calendar year, eligible services are covered at 100% for the remainder of the calendar year.**

<b>OTHER SERVICES</b>	<b>IN-NETWORK BENEFITS</b> Services provided by an ECOH 3 PPO Network Provider	<b>OUT-OF-NETWORK BENEFITS</b> Services provided by other than an ECOH 3 PPO Network Provider
<b>Home Health Care</b> (120 visits per calendar year)	90% after deductible	70% after deductible
<b>Skilled Nursing Facilities</b> (120 day limit per calendar year)	90% after deductible	70% after deductible
<b>Dialysis</b> (See definition of Appropriate Amount)	90% of appropriate amount after deductible	70% of appropriate amount after deductible
<b>Hospice Care</b>	90% after deductible	70% after deductible
<b>Transplant Services</b>	90% after deductible	50% after deductible
<b>Oral Surgery</b>	90% after deductible	70% after deductible
<b>Durable Medical Equipment</b>	90% after deductible	50% after deductible
<b>Chiropractic Services</b> (\$1,000 calendar year maximum)	100% after \$15 copayment	100% after \$15 copayment
<b>AUTISM SPECTRUM DISORDERS</b>		
<b>Diagnosis and Treatment of Autism Spectrum Disorders</b> for individuals under 21 years of age. (Limited to a maximum of \$36,000 for diagnosis and treatment of Autism Spectrum Disorders per person per Calendar Year or the amount determined annually by the Illinois Director of Insurance.)	90% after deductible	70% after deductible
<b>MENTAL HEALTH &amp; SUBSTANCE ABUSE SERVICES</b>		
<b>Combined In and Outpatient Lifetime Maximum \$50,000</b>		
<b>Mental Health Services</b> <ul style="list-style-type: none"> <li>▪ <b>Inpatient Services</b> (30 day annual max)</li> <li>▪ <b>Partial or Day Hospitalizations</b> (can substitute 2 partial or day services or 1 day inpatient)</li> <li>▪ <b>Outpatient Services</b> (20 visit annual maximum combined for individual and group sessions)</li> </ul>	90% 90%	50% after deductible 50% after deductible
<b>Substance Abuse Services</b> <ul style="list-style-type: none"> <li>▪ <b>Inpatient Services</b> (30 day annual max)</li> <li>▪ <b>Partial or Day Hospitalizations</b> (can substitute 2 partial or day services or 1 day inpatient)</li> <li>▪ <b>Outpatient Services</b> (20 visit annual maximum combined for individual and group sessions)</li> </ul>	90% 90%	50% after deductible 50% after deductible
<b>PRESCRIPTION SERVICES</b>		
<b>Prescription Drug Card</b> (National Pharmacy Services, NPS) <b>MANDATORY GENERIC REQUIREMENT</b> <i>Use of Generic Medications is required. If a generic form of a medication is available, and a brand name medication is dispensed, the member will pay the cost difference between the brand name medication and the generic medication in addition to the copayment.</i>	<b>Retail:</b> \$10 co-pay per generic drug/refill; \$15 co-pay per brand name drug/refill (Limited to a 30 day supply) <b>Mail Order:</b> \$20 co-pay per generic drug/refill; \$30 co-pay per brand name drug/refill (Limited to a 90 day supply) <b>Oral Contraceptives:</b> 100% for generic and preferred brand names with no generic equivalent.	
<i>All benefits are limited as described in the Summary Plan Description, including the limitation that expenses for services or supplies, whether or not paid in full, are not paid in excess of the Reasonable and Customary charges for such services or expenses. This document is a summary only. Please read the complete Summary Plan Description for a complete list of covered expenses and applicable limitations and exclusions.</i>		

## HOW TO ACCESS SERVICES

### In-Network Benefits

- Your plan is designed so that you receive higher in-network benefits if care you receive is provided by an ECOH 3 PPO Network provider. If care is not available in the network for acute medical conditions in a timely manner, then a referral must be approved to receive in-network benefits out of plan. If you choose to use a provider that is not in the ECOH 3 PPO Network you will receive coverage at the out-of-network benefit level.

### Pre-Certification through NIHP Care Management (Toll Free 1-800-723-0202)

- Required 7 days prior to scheduled hospitalization. Emergency admissions must be confirmed within forty-eight (48) hours of admission.
- Precertification is required for scheduled outpatient procedures including, MRIs, Esophagogastroduodenoscopy (EGD), Colonoscopy, Epidural Pain Injections, Physical, Speech, and Occupational Therapy.
- Other services requiring precertification include Inpatient and Outpatient Chemotherapy, Radiation and Dialysis treatment, Home Healthcare and Outpatient Surgical Procedures.
- Mental Health and Substance Abuse Treatment must be precertified prior to any inpatient admission (or within 48 hours for emergency admissions)
- If precertification is not obtained, your treatment will be reviewed when a claim is received. If it is determined to be medically necessary, benefits will be payable after a maximum penalty of \$100. The penalty may be taken from any charges relating to the treatment and is taken before subtracting any deductible and coinsurance. The penalty is not applied to the out-of-pocket limit.
- You, your Physician, or a family member may call to precertify or preauthorize a service at the number listed on your Health Plan ID card. Remember, however, it is the participant's responsibility to ensure that precertification is obtained.

### Prescription Drugs

- For questions regarding prescription drug coverage, please contact National Pharmacy Services (NPS) at 1-800-546-5677.
- **Mandatory Generic Requirement** – *Generic medications are required if available or member pays the cost difference between the generic medication and the brand name medication in addition to the copayment.*

### Questions

- If at any time you have questions about your benefits, coverage, or claims, please do not hesitate to call the Northern Illinois Health Plan Customer Service Department at (815) 599-7050 or (800) 723-0202 (toll-free). The number is on your Health Insurance ID card. You may also go to [www.nihp.com](http://www.nihp.com) and register to access your claims and benefits or contact NIHP by email.

*\*If the Out-of-Pocket Maximum is reached in a calendar year, eligible services are covered at 100% for the remainder of the calendar year.*

# CITY OF LOVES PARK

**By: Alderman Doug Allton**

**Resolution No:**

**Date: June 07, 2021**

**Department: Public Safety**

**RESOLVED**, that by the adoption of this Resolution,

That Chief Jerry Wiltfang is hereby authorized to purchase from negotiated bids a new Battalion Chief Command vehicle. This vehicle is a fully equipped 2021 Ford Explorer price \$33,307.00 and purchased from The Rock River Block. Tri-City will purchase and install the required accessory equipment complete price \$17,041.00. Purchase of Three (3) Kenwood Radios for the command vehicle from Mobile Electronics price \$5,552.00. Strypes Plus More, Inc to install the striping on the command vehicle price \$1,200.00. Total estimated price for this Battalion Chief Command vehicle is \$57,100.00.

See the attached detail quote documents.

Funds will be paid from account # 01-12-8550.

---

**Doug Allton, Chair Public Safety**

---

**Jim Thompson - Alderman**

---

**Ald. Jim Puckett - Vice-Chair**

---

**Mayor Greg R. Jury**

---

**Dan Jacobson - Alderman**

---

**Attest: Robert J. Burden**

**Motion:**

**Second:**

**Voting:**



# Loves Park Fire Department

Administration Office

400 Grand Avenue - Loves Park, Illinois 61111 - 815 / 654-5049 - Fax 815 / 654-5019

**Emergency 911**

## *2021 Battalion Chief Vehicle Budget Appropriation*



*Chief Jerry Wiltfang*

'NGP530

VEHICLE ORDER CONFIRMATION

05/21/21 16 2S S3

Dealer F4149S

Page: 1 of 1

2021 EXPLORER 4-DOOR

Order No L001 Priority J3 Ord FIN: QH321 Order Type 58 Price Level 145

Ord Code: SOOA Cust/Flt Name: LOVESPARKFIR PO Number

RETAIL

RETAIL

KBA 4DR AWD POLICE \$40845  
.11 9" WHEELBASE

87R RR VIEW **MIR/CAM** NC  
FLEX -FUEL

E4 VERMILLION RED  
9 CLTH BKTS!VNL R  
6 EBONY

153 FRT LICENSE BKT NC  
SP DLR ACCT ADJ  
SP FLT ACCT CR

SOOA EQUIP GRP

FUEL **CHARGE**

.AM/ FM STEREO  
998 3.3L V6 TI-VCT (3530)

B4A NET INV FLT OPT NC  
DEST ANO DELIV 1245

44U 10SPO AUTO TRAN NC  
JOB #3 ORDER

TOTAL BASE AND OPTIONS 39305  
TOTAL 39305

FLEET SPCL ADJ NC

\*THIS IS NOT AN INVOICE\*

425 50 STATE EMISS NC

51T SPT **LAMP** DR LED 420

60A GRILL **WIRING** 50

76R REVERSE SENSING 275

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit FS=Add to Library

5099 - PRESS F4 TO SUBMIT

QC09575

V1DP0187

2 6

\$ 39,305  
6,158

13:31!Lf7

-t- lto0 L; t..-f-n-!-(

- 3 3 307

# Explorer Purchase

X DELETE

REPLY



REPLY ALL

FORWARD



Mitch Edler <mitch.edler@driveanderson.com>

Mo11 5/24/2 021 3:32 PM

Mark as unread

To: Greg Kunce;

@J 2 attachments



Download all

Barracuda Essentials

+ Get more apps

Greg,

Attached is the quote and spec sheet for the interceptor. Please let me know if you have any questions on this.

For pricing, I matched this to the same kind of pricing from the police departments orders. This was to make it easy across the board and to keep your guys business here. Obviously there's had different specs on it which made it a different cost, however I still made this to match the profit discounting as they did.

Thank you sir,

Mitch Edler

Ford Fleet/ Commercial Manager  
Ford, **Kia**, and Mitsubishi Sales Rep.  
The Rock River Block  
815-229-0510 office  
815-975-8009 cell



**Page Intentionally Blank**

Estimate for Services

Estimate Date 4/22/2021

Loves Park Fire Dept - Loves Park Fire

2021 Ford - Police Interceptor Utility

535 Windsor Rd  
 LOVES PARK, IL 61111  
 Office 815-654-5049 Fax:

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
3rille light. upper (s-m Micron. red) LT SMMR	1.00	101.00	101.00	EMERGENCY EQUIPMENT - In stall. with COMMAND BOX in cargo area LIGHTS	4.700.00
3rille light, upper (s-m Micron. blue) LT-SMMB	1.00	101.00	101.00	Grille, upper (stud mount Micron. red & blue)	
3rille light. lower (M4, red) WHM4RC	1.00	146.00	146.00	Grille, lower (M4. red & blue)	
3rille light, lower (M4, blue) WHM4BC	1.00	146.00	146.00	Front intersection (C.3 twist lock, white)	
Front intersection light (HAB, white) C3 HB12PAK-PI-DC-W	1.00	89.00	89.00	Front intersection, bumper (DUO ION T. red & blue)	
Front intersection light (HAB, white) C3 HB12PAK-PI-DC-W	1.00	89.00	89.00	Visor light bar - 2 pc, 10-light (Inner Edge FST, red & blue)	
Front intersection light, bumper (DUO ION T, red & blue) WH TL/2J	2.00	123.00	246.00	Under mirror light (surface mount Intersector w/ mount, red & blue)	
Visor light bar - 2 pc, 10-light (Inner Edge FST, red & blue) WHISFL50Z	1.00	697.00	697.00	Cargo side window (ION, red & blue each side)	
Under mirror light (Intersector - surface mount, red) SOENT3B3R	1.00	187.00	187.00	Rear window light bar - interior. 10 lamp (Inner Edge RST, red & blue)	
Under mirror light (Intersector - surface mount, blue) SO ENT3B3B	1.00	187.00	187.00	License plate area (M6, red & blue)	
Viewout, under-the-side view mirror WH PMP2BKUM4	1.00	22.50	22.50	Tail light flasher (SoundOff)	
Cargo side window light - ION (red) LT-IONR	2.00	98.00	196.00	Hatch inside (two 3" round) w/ rocker switch	
Cargo side window light - ION (blue) LT-IONB	2.00	98.00	196.00	Dome light for front seat area (white/red)	
Rear window light bar - interior, 10 lamp (Inner Edge RST, red & blue) WHITRAYW10	1.00	805.00	805.00	CONSOLE (Havis)	
License plate area (M6, red) WHM6RC	1.00	178.00	178.00	22" angled console	
License plate area (M6, blue) WHM6BC	1.00	178.00	178.00	dual cup holder	
Tail light flasher, plug-in SO ETTFUT-16	1.00	103.00	103.00	siren bracket	
Backup / reverse light, LED (pr) SY 7440 LED	1.00	34.00	34.00	radio head bracket	
Hatch inside light (Whelen 3" round, white) WH3SC0CDCR	2.00	61.00	122.00	fill plates	
Switch, on/off - round rocker SW-RK RNL	2.00	212.00	424.00	dual USS charger	
				microphone mic, magnetic	
				arm rest - large pad, top mount	
				computer mount swing arm w/ slide out	
				OTHER EQUIPMENT	
				Siren / light controller (295 series)	
				Siren speakers (2) & vehicle-specific brackets (2)	
				Preemption strobe & power supply (Nova)	
				Battery charger - 6A, 1 bank, 12/24V (Marinco ChargePro)	
				Super auto-eject, 20A (Kussmaul)	
				Radios (3) and roof antennas (3) - install all radio bases and remote heads on command box, except one dual remote head will be in console	
				(three) VHF radio bases (Kenwood NX-5700HBF)	
				(two) VHF radio remote heads (6AFMIG)	
				(one) VHF radio dual remote head (6AFFMIG)	
				Command box charger (dual USB & lighter port)	
				SHIPPING (items other than command box; per Rockland, command box freight is included in cost of box)	183.00

**Estimate for Services**

Estimate Date . 4/22/2021

**OVES Park Fire Dept - Loves Park Fire**  
 535 Windsor Rd  
 OVES PARK, IL 61111  
 Office 815-654-5049 Fax:

2021 Ford - Police Interceptor Utility

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Home light - white/red SBL RW91	1 00	47.50	47.50		
Console - angled 22" for PIU (Havis) HVC-VS-1012-INUT	1 00	385.00	385.00		
Console cup holder, dual internal HVC-CUP2-I	1 00	35.00	35.00		
Console brackets (free w/ console) HVEB	1 00	0.00	0.00		
Console fill plates (free w/ console) HVFP	1 00	0.00	0.00		
Charger, 12/24V dual USB CHARGE 2USB	1 00	46.50	46.50		
Microphone holder (Magnetic Mic) MICMAG	1.00	38.45	38.45		
Arm rest - top mount, large flip-up HVC-ARM 103	1 00	103.52	103.52		
Computer mount swing arm - locking, 18" slide out HVC-MD-119	1 00	262.50	262.50		
Ignition override (Secure Idle) SJ 240 TIH	1 00	149.00	149.00		
Siren / light controller (295 series) WH 295SLSA6	1 00	390.00	390.00		
Siren speaker, 100W (Whelen) WH315P	2 00	214.00	428.00		
Bracket, siren speaker (driver side) WH SAK66O	1 00	31.00	31.00		
Bracket, siren speaker (pass side) WHSAK66P	1 00	31.00	31.00		
Pre-emption strobe tube (Nova) NV LINEARMTC	1.00	118.00	118.00		
Pre-emption power supply (Tomar) TO 401-1228-PREHI	1 00	280.00	280.00		
Battery charger - 6A, 1 bank, 12/24V MAR 28106	1.00	149.00	149.00		
Super auto eject, 20A (RED cover) KU 091-55-20	1.00	334.00	334.00		
Qual USB charger w/ lighter port (Belva) BVA BA2U11	1.00	37.50	37.50		
Antenna whip, 1/4 wave, 18" ANTWHIP-152	3.00	11.78	35.34		
Antenna coax cable - RG58/U, 25 ft ANTCAB MB8U25	3 00	20.10	60.30		

**:stimate for Services**

Estimate Date : 4/22/2021

**.oves Park Fire Dept - Loves Park Fire**

2021 Ford - Police Interceptor Utility

535 Windsor Rd

.OVES PARK, IL 61111

)ffice: 815-654-5049 Fax:

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Antenna cable connector - mini-UHF <i>ANTCABCON MINUHF</i>	3.00	3.29	9.87		
Electrical parts & supplies (e.g. wire, cable, relays, wire covering & terminals, fuses)	1.00	680.00	680.00		
Command box (Rockland, custom) <i>=C-FPIU21-C-4035-P-022621</i> <i>RK FC-FPIU21-C-4035-</i>	1.00	4,025.10	4,025.10		
Command box mounting platform <i>RK PLT-FPIU20</i>	1.00	653.44	653.44		

Parts applies. 12,157.76

Labor: 4,883.00

Total : \$ 17,040.76

READDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts\_ . NOT RESPONSIBLE FOR LOSS OR DAMAGE TO PARTS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature\_ \_ \_ \_ \_ Date\_ \_ \_ \_ \_ Time\_ \_ \_ \_ \_

PHONE\* (631)391-0007



FAX\* (631)206-2923

CUSTOMER

FLEET SAFETY

VEHICLE

2021 UTILITY

DATE

2/26/2021

- A - ADJUSTABLE SHELF
- W1 - ALUMINUM ANGLE
- C - GRAY CARPET
- BC - BLACK CARPET
- BL - BLACK LAMINATE
- CP13 - DIAMOND PLATE L3

DRAWN BY

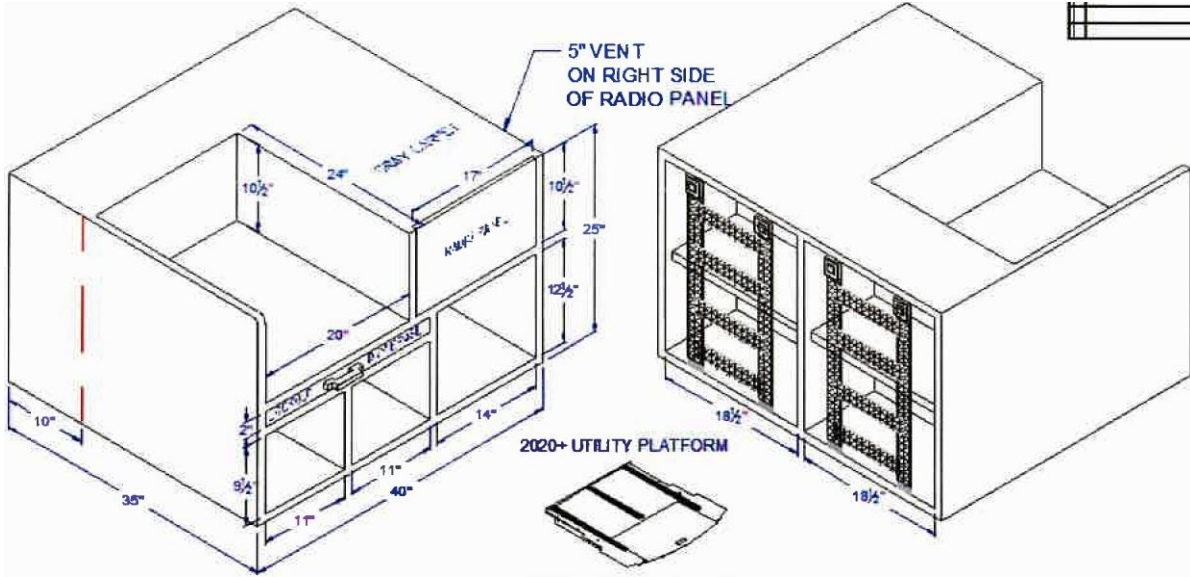
M.K.I

- FILE
- DRAWER-1r DEEP
- SINWID
- DOARD-zz-cb...

PART# FG-FAU21-G-4035-P-022621

REVISIONS

3/22/21



2020+ UTILITY PLATFORM

PLATFORM INCW IED WITH PURCHASE?  
CUSTOMER SIGNAURE REW IRED  
YE\_S \_\_\_\_\_  
HO \_\_\_\_\_

OVERALL CABINET DIMENSIONS MAY VARY (+/-) 1/8" BASED ON FINISHING MATERIALS AND COATINGS

F APP<sup>TM</sup> LE: WHAT SIZE SCBA BRACKET IS NEEDED? 30 MIN 45 MIN 60 MIN

J= CDRr.Ect. 4, TH(0ff.ZC 7,c n')O!CT.Ct.1 OF T,E I,IT(S! AtAJ 455.J,IE  
All Fm. d = SUO'SJ8ILJT =0< 711>5 JCJ<

IMI&GHAWN!h1MEiwJ OFJIOQ.NCCLa"RIVPHC!mJCT&...ITihCITTOE  
IID"IIQIU CEJCAO QJTh... 00 .0 Jt.NC UfIID1...1-z.

APPROVED DATE: SIGN: \_\_\_\_\_

ASC.N. ME  
ASC.N. ME  
NCCNN-TUE-WGB-OR ONCE 1.EO

**Page Intentionally Blank**

**Mobile Electronics, Inc.**

PO Box 13  
 romstoll, IL 61030  
 815-938-2586



**Quotation**

**Quote Number**  
R2122

**Quote Date**  
May 19, 2021

**Page :**  
1

**Quoted to:**

Loves Park Fire  
 400 Grand Avenue  
 Loves Park, IL 61111

Customer ID	Good Thru	Payment Terms	Sales Rep
Loves Park Fire	6/18/21	Net 30 Days	Curt

Quantity	Item	Description	Unit Price	Extension
		Revised from February quote of 2)		
		SINGLE HEAD, 100 WATT RADIOS AND		
		1) DUAL HEAD 100 WATT RADIO:		
		(eliminating one single head,		
		110w radio and adding one sow dash		
		1tnount radio)		
2.00	KEN NX-5700HBF	110 watt, VHF, Multi-Digital	1,545.00	3,090.00
		Capable, Radio Chassis (no cables		
		or control equipment included)		
1.00	KEN 6AFMIG	Single, Full-Function, Remote	740.44	740.44
		Control Head kit, for 110w,		
		NX-5700H		
1.00	KEN 6AFFMIG	Dual, Full-Function, Remote	1,366.88	1,366.88
		Control Head kit, for 110w,		
		NX-5700H; includes microphones,		
		speakers, brackets, and		
		standard-length interface cable.		
1.00	KEN TK-7360HVK	VHF, 128ch, sow, alpha-numeric	354.40	354.40
		display, 6 programmable buttons,		
		2-tone encode/decode.		

Authorized signature, in acceptance of proposal			<b>Subtotal</b>	5,551.72
_____			<b>Sales Tax</b>	
			<b>Freight</b>	
			<b>Total</b>	5,551.72

**Page Intentionally Blank**





**CITY OF LOVES PARK**

**BY ALDERMAN: John Pruitt**

**RESOLUTION NO:**

**COMMITTEE: Community Development**

**DATE: June 7, 2021**

Resolved, by the adoption of this Resolution,

that ***Plat No. 2 of Harvest Falls Estates, being a replat of lots 31 and 32 of Plat No. 1 of Harvest Falls Estates being a subdivision of part of the East half of the Southeast quarter of section 1, Township 44 North, range 2 East of the Third Principal Meridian, City of Loves Park, Winnebago County, Illinois***, be approved as recommended by the City of Loves Park Community Development Committee.

MOTION:

SECOND:

**Community Development Committee:**

\_\_\_\_\_  
Alderman John Pruitt, Chairman

\_\_\_\_\_  
Alderman A. Marie Holmes

\_\_\_\_\_  
Alderman Doug Allton

\_\_\_\_\_  
Alderman Nancy Warden

\_\_\_\_\_  
Mayor Greg Jury

\_\_\_\_\_  
ATTEST - Clerk Robert Burden

**CITY OF LOVES PARK**

**BY ALDERMAN: John Pruitt**

**RESOLUTION NO:**

**COMMITTEE: Community Development**

**DATE: June 7, 2021**

Resolved, by the adoption of this Resolution,  
that ***Plat of Roadway Dedication Plat***, being part of the North half of the section 1,  
Township 44 North, range 2 East of the Third Principal Meridian, City of Loves Park,  
Winnebago County, Illinois, be approved as recommended by the City of Loves Park  
Community Development Committee.

MOTION:

SECOND:

**Community Development Committee:**

---

Alderman John Pruitt, Chairman

---

Alderman A. Marie Holmes

---

Alderman Doug Allton

---

Alderman Nancy Warden

---

Mayor Greg Jury

---

ATTEST - Clerk Robert Burden

## CITY OF LOVES PARK

**ALDERMAN JOHN JACOBSON**

**RESOLUTION NO.**

**DATE: JUNE 7, 2021**

**DEPARTMENT: FINANCE &  
ADMINISTRATION COMMITTEE**

### **A RESOLUTION TO APPROVE SPONSORING THE FIREWORKS DISPLAY FOR THE LONG PLAY MUSIC FEST TO BE HELD AT RIVETS STADIUM JULY 1ST, 2ND, 3RD and 4TH 2021**

**WHEREAS**, the City has traditionally hosted a fireworks display over the Memorial Day weekend;  
and

**WHEREAS**, there is planned for the 4<sup>th</sup> of July weekend 2021 a festival to be held at the Rivets Stadium known as the Long Play Music Fest; and

**WHEREAS**, it is reasonably expected that the Long Play Music Fest will both promote tourism to our community and will enhance the celebration of Independence Day throughout the community for the enjoyment of our citizens and visitors to our community; and

**WHEREAS**, the City collects Hotel Tax revenue each year which is to be used for the promotion of tourism, thus creating a fund for supporting activities such as the Long Play Music Fest; and

**WHEREAS**, there is also a long history of individuals and businesses donating to support a fireworks display for City; and

**WHEREAS**, the organizers of the Long Play Music Fest have contracted for displays to occur on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> of July as a part of the festival and have sought the City's sponsorship for the display; and

**WHEREAS**, the display discharged from the Rivets Stadium will be visible to community members who are not attending the festival.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this Resolution, that the Mayor and the City Council hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City hereby agrees to sponsor the fireworks display to be conducted by the Long Play Music Fest as a part of the City's 4<sup>th</sup> of July weekend festivities and in furtherance thereof, the Mayor is authorized to enter into an agreement with the organizers of the Long Play Music Fest to commit to provide up to \$25,000.01 in funding for the fireworks display and the City Treasurer is authorized to disburse funds for this event.
3. The Mayor is further authorized to solicit private donations which will be used to defray the City's commitment for its sponsorship.
4. This Resolution shall be in full force and effect from and after its passage and approval.

**PASSED** by the City Council of the City of Loves Park this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alderman John Jacobson, Chairman

\_\_\_\_\_  
Alderman Mark Peterson, Vice Chairman

\_\_\_\_\_  
Alderman John Pruitt

\_\_\_\_\_  
Alderman Jim Puckett

\_\_\_\_\_  
Mayor Gregory R. Jury

\_\_\_\_\_  
Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK,  
ILLINOIS:

AN ORDINANCE AMENDING CHAPTER 102, SECTION 102-337, NORTH SECOND  
STREET OVERLAY DISTRICT, OF THE CODE OF ORDINANCES OF THE CITY OF  
LOVES PARK

WHEREAS, the City desires to amend certain portions of Chapter 102 -  
Zoning, and

WHEREAS, a public hearing before the Zoning Board of Appeals was held  
thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report recommending the approval of  
the Text Amendment, and

WHEREAS, the City of Loves Park is authorized and empowered by the  
Statute to adopt and enforce the provisions of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF LOVES PARK, ILLINOIS AS FOLLOWS:

Text Amendment of the Loves Park Zoning Ordinance as follows:

DELETE. Section 102-337, (d), Review required. Review and approval shall be required for: All new mixed-use and commercial development; a site access plan, that shall be included as part of the site plan and approved by the city and the state department of transportation; additions, alterations and improvements, other than ordinary repair or maintenance to existing structures, signs and sites located within the North Second Street Overlay District. The Zoning Board of Appeals and the Community Development Committee will conduct review and approval for conformance of submitted projects.

ADD. Section 102-337 (d) Review required. Review and approval shall be required for: All new mixed-use and commercial development; a site access plan, that shall be included as part of the site plan and approved by the city and the state department of transportation; additions, alterations and improvements, other than ordinary repair or maintenance to existing structures, signs and sites located within the North Second Street Overlay District. The Zoning Board of Appeals and the Community Development Committee will conduct review and approval for conformance of submitted projects. The overlay review board will conduct review and approval for conformance of submitted projects. Any projects requesting a variance will be reviewed by the overlay review board and the community development committee. Any projects requesting a special use permit will be reviewed by the zoning board of appeals and community development committee.

All other provisions of Chapter 102 - Zoning, Section 102-337, North Second Street Overlay District, shall remain in effect as previously published.

The recommendation of the Zoning Board of Appeals on the question of granting this Text Amendment is hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

A P P R O V E D:

---

MAYOR

A T T E S T:

---

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

WHEREAS, upon the petition for a Zoning Map Amendment as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Zoning Map Amendment

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

That a Zoning Map Amendment from the IL (Light Industrial) and E. Riverside / I90 Overlay District to the CR (Commercial Retail) and E. Riverside / I90 Overlay District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

PARCEL I:

PART OF THE SOUTH 163 ACRES OF THE NORTH HALF (1/2) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE WEST QUARTER (1/4) CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 2,172.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST RIVERSIDE BOULEVARD AND THE POINT OF BEGINNING OF THE PREMISES DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 673.20 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 56 SECONDS EAST, PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 673.20 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST RIVERSIDE BOULEVARD; THENCE SOUTH 89 DEGREES 35 MINUTES 04 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST RIVERSIDE BOULEVARD, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING OF THE PREMISES; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES, TO-WIT: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, WHICH POINT BEARS NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, A DISTANCE OF 1,842.0 FEET FROM THE WEST QUARTER (1/4) CORNER OF SAID SECTION 1; THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF



579.43 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PREMISES, TO-WIT: THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 153.77 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 330.0 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 153.77 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 04 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 330.0 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF SECTION 1; THENCE NORTH 88 DEGREES 20 MINUTES 11 SECONDS EAST ON THE SOUTH LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF 2,172.26 FEET; THENCE NORTH 01 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF THE PREMISES CONVEYED BY DANNY S. PEARSE, DAVID J. CULVEY AND PETER J. GEISSER DBA D.D.P. LIMITED TO BELVIDERE NATIONAL BANK AND TRUST COMPANY AS TRUSTEE OF TRUST NO. 1528 BY WARRANTY DEED IN TRUST RECORDED NOVEMBER 14, 1994 AS DOCUMENT NO. 9457552 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 01 DEGREE 41 MINUTES 33 SECONDS WEST ON THE WEST LINE OF SAID PREMISES SO CONVEYED, A DISTANCE OF 26.28 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 329.90 FEET TO THE EAST LINE OF SAID PREMISES SO CONVEYED; THENCE SOUTH 01 DEGREE 40 MINUTES 54 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 28.75 FEET TO THE SOUTH LINE OF SAID PREMISES SO CONVEYED; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ON SAID SOUTH LINE, A DISTANCE OF 329.89 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PARCEL II:

PART OF THE SOUTH 163 ACRES OF THE NORTH HALF (1/2) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, WHICH POINT BEARS NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, A DISTANCE OF 2502.0 FEET FROM THE WEST QUARTER (1/4) CORNER OF SAID SECTION 1; THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 60.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST RIVERSIDE BOULEVARD, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PREMISES, TO-WIT: THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 519.43

FEET; THENCE NORTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 97.65 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 519.43 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID EAST RIVERSIDE BOULEVARD; THENCE SOUTH 89 DEGREES 35 MINUTES 04 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 97.65 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 00 DEGREES 04 MINUTES 07 SECONDS WEST ON THE EAST LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF 60.02 FEET TO THE NORTH RIGHT-OF-WAY LINE OF RIVERSIDE BOULEVARD; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 75.43 FEET TO THE EAST LINE OF THE PREMISES CONVEYED BY BANK ONE, ROCKFORD, NA AS TRUSTEE OF TRUST NO. 4374 TO THE BELVIDERE NATIONAL BANK & TRUST CO. BY WARRANTY DEED RECORDED OCTOBER 27, 1995 AS DOCUMENT NO. 9544600 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 97.23 FEET TO THE WEST LINE OF SAID PREMISES SO CONVEYED; THENCE NORTH 01 DEGREE 40 MINUTES 54 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 28.75 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.26 FEET TO THE EAST LINE OF SAID PREMISES SO CONVEYED; THENCE SOUTH 01 DEGREE 38 MINUTES 08 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 29.47 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PARCEL III:

PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WINNEBAGO, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 88 DEGREES 20 MINUTES 11 SECONDS EAST ON THE SOUTH LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF 2599.32 FEET TO THE INTERSECTION OF SAID SOUTH LINE WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE PREMISES CONVEYED BY GERLANDO M. GALLUZZO TO GERLANDO M. GALLUZZO AS TRUSTEE OF THE GERLANDO M. GALLUZZO TRUST DATED JUNE 23, 1999, SAID CONVEYANCE WAS RECORDED NOVEMBER 15, 2001 AS DOCUMENT NO. 0171863 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH 1 DEGREE 38 MINUTES 08 SECONDS WEST ON SAID WEST LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 89.57 FEET TO THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE

BOULEVARD AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 1 DEGREE 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 1 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 250.00 FEET TO SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 87 DEGREES 54 MINUTES 31 SECONDS WEST ON SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; EXCEPTING THAT PART DEEDED FROM SALVATORE GALLUZO, ALFONZA ZIEMER (F/K/A ALFONZA VANETTEN) AND GIUSEPPE GALLUZZO, GRANTORS TO THE CITY OF LOVES PARK, GRANTEE FOR ROADWAY PURPOSES BY WARRANTY DEED DATED AUGUST 27, 2007 AND RECORDED OCTOBER 1, 2007 AS DOCUMENT NO. 0761762 AND BY TRUSTEE'S DEED FROM GERLANDO M. GALLUZZO, AS TRUSTEE OF THE GERLANDO M. GALLUZZO TRUST DATED JUNE 23, 1999, GRANTOR TO THE CITY OF LOVES PARK, GRANTEE FOR ROADWAY PURPOSES DATED AUGUST 27, 2007 AND RECORDED OCTOBER 1, 2007 AS DOCUMENT NO. 0761763 LEGALLY DESCRIBED AS FOLLOWS, TO-WIT: PART OF THE NORTHEAST QUARTER (1/4) AND PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH 88 DEGREES 20 MINUTES 11 SECONDS EAST ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 1, A DISTANCE OF 3,251.88 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS WEST, A DISTANCE OF 60.02 FEET TO THE NORTH LINE OF THE PREMISES CONVEYED BY FIRST NATIONAL BANK AND TRUST COMPANY OF ROCKFORD AS TRUSTEE OF TRUST NO. 4374 TO THE CITY OF LOVES PARK BY WARRANTY DEED RECORDED SEPTEMBER 23, 1992 AS MICROFILM NO. 92-58-2504 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ON SAID NORTH LINE, A DISTANCE OF 654.20 FEET TO THE WEST LINE OF THE PREMISES CONVEYED BY GERLANDO M. GALLUZZO TO GERLANDO M. GALLUZZO, AS TRUSTEE OF THE GERLANDO M. GALLUZZO TRUST DATED JUNE 23, 1999 BY WARRANTY DEED RECORDED NOVEMBER 15, 2001 AS DOCUMENT NO. 0171863 IN SAID RECORDER'S OFFICE; THENCE NORTH 01 DEGREE 38 MINUTES 08 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 29.47 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 655.16 FEET TO THE EAST LINE OF SAID PREMISES SO CONVEYED; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, ON SAID EAST LINE, A DISTANCE OF 34.38 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

COMMONLY KNOWN AS: 8400 E. Riverside Boulevard  
PROPERTY CODE: 12-01-176-018, 12-01-176-019, 12-01-176-022

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Zoning Map Amendment are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

A P P R O V E D:

---

MAYOR

A T T E S T:

---

CITY CLERK

PASSED:

APPROVED:

PUBLISHED: