

AGREEMENT

between

CITY OF BELLEVILLE, ILLINOIS

AND

**TEAMSTERS, PETROLEUM AND ALLIED TRADES,
LOCAL UNION NO. 50**

DRIVERS AND HELPERS

AND

PARKS AND RECREATION MAINTENANCE WORKERS

MAY 1, 2015 – APRIL 30, 2019

TABLE OF CONTENTS

	Page
PREAMBLE	5
ARTICLE 1 RECOGNITION	5
1.01 Equalized Workforce	5
1.02 Positions Covered	5
1.03 Employee Defined	5
1.04 Integrity of Agreement	5
1.05 No Discrimination	5
1.05 No Compete	6
ARTICLE 2 PROTECTION OF RIGHTS	6
ARTICLE 3 SENIORITY	6
3.01 Defined	6
3.02 Layoff/Recall	6
3.03 Job Vacancies	6
3.04 Probationary Period	7
3.05 Temporary Employees	7
3.06 Assignments	7
3.07 Labor Pool	7
ARTICLE 4 JOB STEWARD	7
ARTICLE 5 TIME OFF FOR UNION ACTIVITIES	7
ARTICLE 6 GRIEVANCE PROCEDURE	8
6.01 Definition	8
6.02 General Rules	8
6.03 Procedure	8
6.04 Authority of the Arbitrator	9
6.05 Decision of the Arbitrator	9
6.06 Time Limits	9
6.07 Expedited Procedure	9
ARTICLE 7 DISCIPLINE	10
7.01 Just Cause	10
7.02 Procedure	10
7.03 Removal of Records	10
7.04 Prohibitions	10
ARTICLE 8 UNION SECURITY	10
8.01 Membership	10
8.02 Fair Share	11
8.03 Check-Off	11
8.04 Authorization	11
8.05 Indemnity	11

ARTICLE 9	WAGES.....	11
9.01	Base Wages.....	11
9.02	Shift Differential.....	12
9.03	Pay Period.....	12
9.04	Certification Pay.....	12
9.05	Commercial Driver's License (CDL).....	12
9.06	Applicator/Operator License.....	12
9.07	Working Foreman.....	12
ARTICLE 10	HOURS OF WORK.....	13
10.01	Hours.....	13
10.02	Show-Up Pay.....	13
10.03	Rest Time.....	13
10.04	Limitations.....	13
10.05	Stand By Pay/On-Call Pay.....	13
10.06	Overtime.....	13
10.07	Worked Sunday/Holiday.....	13
10.08	Scheduled Overtime.....	13
10.09	Unscheduled Overtime.....	13
10.10	Breaks and Lunches.....	13
10.11	Flexible Start Times.....	14
10.12	Overtime Extending Past Regular Workday.....	14
10.13	Compensatory Time Off.....	14
ARTICLE 11	HOLIDAYS.....	14
11.01	Designated Holiday.....	14
11.02	Personal Leave.....	15
11.03	Eligibility.....	15
11.04	Worked Holiday Pay.....	15
ARTICLE 12	SICK LEAVE.....	15
12.01	Eligibility.....	15
12.02	Accumulation Rate.....	15
12.03	Sick-Leave Abuse Sanctions.....	16
12.04	Minimum Increments.....	16
12.05	Worker's Compensation.....	16
12.06	Unused Sick Leave.....	16
12.07	Sick Leave Benefit Transfer.....	16
12.08	Sick Time Buy Back.....	17
ARTICLE 13	VACATION.....	17
13.01	Accumulation Rate.....	17
13.02	Scheduling.....	17
13.03	Use.....	17
13.04	Minimum Increments.....	17
ARTICLE 14	FUNERAL LEAVE.....	17
14.01	Bargaining - Unit Employees.....	17
14.02	Extended Family.....	17
14.03	Immediate Family.....	18
14.04	Pall Bearer.....	18
ARTICLE 15	MILITARY LEAVE.....	18
ARTICLE 16	MISCELLANEOUS.....	18
16.01	Equipment.....	18
16.02	Safety Glasses.....	18

16.03	Tools.....	18
16.04	Ice Water.....	18
16.05	Protective Wear & Safety.....	18
16.06	Shelter.....	18
16.07	Safety Committee.....	18
16.08	Labor Pool.....	18
16.09	General Duties.....	19
16.10	Prevailing Wage Rate.....	19
16.11	Sub Contracting.....	19
16.12	Work Uniforms.....	19
16.13	Securing the Building.....	19
16.14	Sanitation Department Language.....	19
ARTICLE 17	JURY DUTY.....	20
ARTICLE 18	HEALTH AND WELFARE & PENSION.....	20
18.01	Health and Welfare Benefits.....	20
18.02	Cost Containment.....	20
18.03	Liability Limitations.....	21
18.04	Insurance Buyout.....	21
18.05	Pension Plan.....	21
ARTICLE 19	MANAGEMENT RIGHTS.....	21
19.01	Other Employment.....	21
19.02	Civil Emergency Conditions.....	22
ARTICLE 20	SAVINGS PROVISIONS AND PARTIAL INVALIDITY.....	22
20.01	Savings Provision.....	22
20.02	Partial Invalidity.....	22
ARTICLE 21	THIRD-PARTY LAWSUITS.....	22
ARTICLE 22	DRIVE Authorization and Deduction.....	22
ARTICLE 23	TERMINATION.....	23
ARTICLE 24	RESIDENCY REQUIREMENTS.....	23
ARTICLE 25	EMPLOYEE PAYOUTS AT RETIREMENT.....	23

AGREEMENT

between

City of Belleville, Illinois
and
Teamsters, Automotive, Petroleum and Allied Trades,
Local Union No. 50

PREAMBLE

This Agreement, dated May 1, 2015, by and between the City of Belleville, Illinois, hereinafter called the "Employer", party of the First Part, and Teamsters, Automotive, Petroleum and Allied Trades, Local Union No. 50, or its successors, party of the Second Part, hereinafter called the "Union", is entered into for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

The purpose of the Agreement is to provide a working understanding between the Employer and the Union, to provide quality services to the public, to establish working conditions for employees, and to establish rates of pay, wages, hours of work, and conditions of employment.

This Agreement supersedes and cancels any and all previous agreements, whether written or verbal, between the Employer and the Union or an individual, and concludes collective bargaining negotiations for the term of this Agreement, except as specifically provided herein.

ARTICLE 1 - RECOGNITION

Section 1.01 - Equalized Workforce The City will attempt to keep the Street Department and the Sewer Lines Department as an equalized workforce with any other bargaining unit doing the same work.

Section 1.02 - Positions Covered The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives or successors as the exclusive bargaining agent for all employees in the positions of Drivers and Helpers in the Street, Sewer Lines and Sanitation Departments; and Parks Foreman, Landscape Maintenance Supervisor and Parks Maintenance Supervisor in the Parks and Recreation Department of the Employer.

Section 1.03 - Employee Defined The term "employee" as used in this Agreement shall include the positions provided under Section 1.01 above.

Section 1.04 - Integrity of Agreement The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless through a duly authorized Union representative.

Section 1.05 - No Discrimination The parties agree that they will not discriminate against any employee or job applicant because of race, color, creed, national origin, ancestry, age, sex, political beliefs, handicap or any other situation which may be covered by Federal or State of Illinois Legislation. The parties shall further ensure and maintain a working environment free from harassment, intimidation and coercion at all sites and facilities at which the Union members are assigned to work. Employees will abide by the City's Harassment and Discrimination Policy.

Neither the Union nor the Employer shall discriminate in a manner that will violate applicable law. The Employer shall apply the policies, rules and interpretations of this Agreement equally to all employees in the bargaining unit. All provisions of this Agreement shall be understood to be applicable only when in conformity with all federal, state and local laws.

Use of a masculine gender as in this Agreement is for the sake of brevity only. Therefore, masculine

pronouns as used herein refer to all employees, whether female or male.

Section 1.06 – No Compete The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union. This will include contracting any work to a non-union source.

ARTICLE 2 - PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of the Union, and including primary picket lines at the Employer's places of business. This Article shall not apply to informational pickets.

In furtherance of harmonious relations among employees, the Employer, and the public, it is mutually agreed by the parties hereto that there shall be no slowdown, interference of work, concerted absence from work, nor lockout during the term of this Agreement.

ARTICLE 3 - SENIORITY

Section 3.01 - Defined Seniority as used in this agreement shall be defined as an employee's length of continuous, full-time service with the employer as a Union member since employee's last date of hire. When a Union member leaves his/her job for any length of time to work on an administrative job for the employer, he or she will waive his/her Union seniority and keep his/her length of service with the City for vacation and pension only. Seniority shall prevail on all matters among the bargaining unit employees of this CBA.

Section 3.02 - Layoff/Recall Should it become necessary to reduce the working force, seniority shall be the determining factor. The last employee hired shall be the first laid off, and so on in order of inverse seniority. When employees are recalled, the last employee laid off shall be the first to be recalled, and so on in the reverse order of layoff, for a period of twenty-four (24) calendar months from the date of layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall. Said notice shall be sent to the employee by certified mail, provided the employee must notify the employer of his/her intention to return to work within three (3) business days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail to the address last provided by the employee, and to the Union business office, it being the obligation and responsibility of the employee to provide the employer and the Union Business Office with his/her current mailing address. Nothing herein shall preclude the parties from mutually agreeing to a person on layoff returning before fourteen (14) calendar days when recalled.

Section 3.03 - Job Vacancies All job vacancies will be posted in all departments. When a bargaining unit job vacancy exists, as determined by the Employer, said vacancy shall be posted within three (3) business days, for three (3) business days, during which time employees meeting the minimum specified job requirements can bid for the job according to seniority. A determination will be made the first business day after said three-day posting period as to which employee will fill the vacancy. If no one in the bargaining unit covered by this agreement bids on the job opening, then the City in conjunction with the Union will consider other interested city employees based on seniority prior to soliciting applicants from outside sources.

Once an employee is chosen to fill the vacancy, he/she shall be transferred within thirty (30) days. The employee chosen to fill a vacancy shall have a thirty (30) day probationary period to qualify as filling the vacancy.

If temporary transfers impact upon the thirty (30) day probationary employee so that he/she would be transferred to another department due to his/her having low seniority, seniority rules will be waived requiring said probationary employee to be temporarily transferred due to having low seniority during the thirty (30) day period.

Section 3.04 - Probationary Period A new employee shall be employed only on a sixty (60) day trial probationary basis, during which period he/she may be discharged without recourse to the grievance procedure under this Agreement; provided, however, that the Employer may not discharge for the purpose of discriminating against employees for being Union members. After successfully completing the trial period of sixty (60) days, the employee shall be placed on the regular seniority list and shall date their seniority from the date they were first employed.

New employees are subject to Article 8 (Union Security) of this Agreement. In case of discharge of a new employee within the sixty (60) day period, the Employer shall notify the Local Union in writing.

Section 3.05 - Temporary Employees The Union recognizes that there is a demand for temporary, seasonal help in the Parks and Recreation Department. Work assignments currently being performed by part-time and/or full-time, seasonal, temporary employees (i.e. litter pickup, restroom cleaning, ball field maintenance, etc.) will continue to be assigned to the temporary employees.

Temporary employees, other than those referred to above, will not be hired for longer than (60) days. If a temporary employee is hired for (61) days, he/she shall become a regular employee. A person hired to temporarily fill in for an ill or disabled employee shall not be considered a temporary employee for the purposes of this section, nor a new employee for the purposes of Section 3.03 (above), nor shall said temporary employment be considered as fulfilling requirements of a probationary period, nor shall such temporary employee be covered by this Agreement. If Union has not secured an acceptable temporary employee in 15 days the City may utilize eligibility list until exhausted and only then may utilize outside sources to obtain such employees.

Section 3.06 - Assignment Work assignments may be assigned on a seniority basis provided qualifications of more senior employees are sufficient and the efficiency of operations are assured. Every possible effort will be made to train any interested persons on jobs pertinent to his/her employment on a Seniority basis. If a crew is needed to continue on a job past the end time of a regular day, after voluntary participation, procedure to fill the crew will be based on seniority.

Section 3.07 - Labor Pool Employees will be considered as members of a labor pool who can be placed on any equipment or transferred to other departments, as determined by the Department Head or his/her designee, subject to the provisions of this Section.

When temporary transfers occur, the most senior employee, according to Union Seniority, will be offered the transfer. If refused by senior employees, the least senior employee, according to Union Seniority will be transferred provided that the employee may be required to have experience and knowledge of the work to which a transfer is being made.

ARTICLE 4 - JOB STEWARD

There shall be (1) Steward in each department covered by this agreement to see that the members of the Union live up to the rules of the Union and Employer. Said Steward shall be elected by the Local Union or by the employees in the department. No discrimination shall be shown to the Steward for performing his duty. A Steward shall not be transferred from the department in which he/she is working unless he/she is the last available qualified to perform the job for which the transfer is being made.

ARTICLE 5 - TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant reasonable and limited time off, without discrimination or loss of seniority rights, to an employee designated by the Union to attend a labor convention or for other official Union business. However, such time off will be without pay to the employee by the Employer and without expense to the Employer. Only one (1) employee per department at any one time may be granted such time off.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.01 - Definition A grievance is defined as a dispute or disagreement between an employee and the Employer as to the meaning, application or observance of any of the provisions of the Agreement.

Section 6.02 - General Rules Any settlement reached between the Union and the Employer shall be reduced to writing. Nothing herein shall prevent the Union and the Employer from entering into any settlement that would not set a precedent for other grievances.

Employees shall have a steward present at any grievance step if the employee so desires.

Section 6.03 - Procedure A grievance shall be settled in the following manner:

Step 1 - Department Head Within five (5) business days of the occurrence giving rise to the grievance, the aggrieved employee or employees shall, with the Steward representing him/her/them, take up the grievance with the Steward and the Department Head. If the grievance is filed orally, the Steward shall expressly state, before ending the discussion with the Department Head, that the discussion constitutes the first step of this grievance procedure. The Steward and the Department Head will thereupon both sign and date a written statement that a grievance has been filed at Step 1, and indicate the nature of the grievance.

If a satisfactory settlement is not effected with the Department Head and the Steward within five (5) business days, the employee shall submit a written grievance to the Business Representative, who in turn will provide a copy of the written grievance to the Department Head. The Business Representative will discuss the written grievance with the Department Head in an attempt to reach a settlement.

The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the provision(s) of the Agreement allegedly violated, state the contention of the employee with respect to said provision(s), indicate the relief requested and be signed and dated by the employee(s) affected and the Union Representative.

Step 2 - Director of Human Resources If no settlement is reached at Step 1, the Business Representative may, within five (5) business days of failure to reach agreement with the Department Head, submit the written grievance to the Director of Human Resources for settlement. Specified meetings shall be agreed upon by the Director of Human Resources and the Union as to the time when such grievance shall be presented and acted upon within five (5) days.

If no settlement is reached, the Director of Human Resources shall give his/her written response to the Union Business Representative within five (5) days after such meeting or meetings are held.

Step 3 - Mediation If the grievance is not resolved at Step 2, the parties may, by mutual agreement, submit the grievance for mediation within five (5) business days after receipt of the Director of Human Resources' Step 2 response.

Should the parties choose mediation, they shall jointly notify the Federal Mediation and Conciliation Service (FMCS) in writing, requesting the services of a mediator. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to settle the grievance.

Step 4 - Arbitration If the grievance is not resolved as a result of Step 2 or 3, as the case may be, either party may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step 2 response, or within ten (10) business days after the Step 3 response was due, that the grievance be submitted to binding arbitration. In the event that arbitration is requested by either party, the parties shall, by mutual agreement, jointly submit a written request to either the Illinois Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to supply a list of five (5) or seven (7) arbitrators, respectively. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The party requesting arbitration shall contact the other concerning selection of an arbitrator within seven (7) business days after both receive the list. If an arbitrator is not agreed to, both the Employer and the Union shall have the right to strike names from the list. Each party shall alternately strike a name from the list, with the party requesting arbitration striking the first name, the other party striking the second name, and so on, until one name is remaining on the list. The person whose name remains unstricken from the list shall be the arbitrator.

Both parties shall jointly notify the neutral arbitrator in writing within fifteen (15) days or within five (5) days for discharge or suspension requesting a hearing, and shall arrange for the services of a court reporter, provided the arbitrator requests said services.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the transcript for the arbitrator, the court reporter and the hearing room, if any. Unless otherwise agreed, the hearing shall be closed to the public and press, and be held in Belleville, Illinois. Each party shall be responsible for the cost of purchasing its own transcript.

Section 6.04 - Authority of the Arbitrator The arbitrator shall have no right to neither amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her/them.

The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or applicable rules and regulations of government agencies, having the force and effect of law.

Section 6.05 - Decision of the Arbitrator The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof for a certain date. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 6.06 - Time Limits No grievance shall be processed unless it is submitted to the Department Head within five (5) business days after the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the Union Representative.

Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be for a certain date.

For the purposes of this Agreement, "business day" shall be defined as a day on which the Belleville City Hall is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays as defined in Article 11, Holidays, of this Agreement.

Section 6.07 - Expedited Procedure Grievances regarding a discharge of an employee covered by this Agreement will be handled promptly according to the grievance procedure herein provided. Such complaints must be filed at Step 2 of this procedure within five (5) business days of discharge and must be made in writing. The Employer shall review and render a decision on the case within ten (10) business days.

ARTICLE 7 - DISCIPLINE

Section 7.01 - Just Cause The Employer shall not discharge nor suspend any employee without just cause. There will be at least three (3) warning notices to such employee with a copy of each warning, written or oral, to the Union Business office by certified mail and to each steward of the department involved. At the employee's option, all oral notices will be given with the shop steward present.

No sooner than the second warning, and at the employee's request, a Review Board, consisting of the employee's shop steward, Union Business Agent, Department Head and Human Resources Director, will meet to review the disciplinary action. The purpose of the Review Board is to insure that the employee is not being unfairly treated during the progressive disciplinary procedure.

If the employer believes it necessary to issue discipline that discipline shall be issued no later than five (5) business days of the incident giving rise to the discipline.

Section 7.02 - Procedure Discharge must be by written notice to the employee and the Union Representative. The affected employee may file a grievance as to the discharge or suspension. Should such grievance prove that the discharge or suspension was without just cause and/or proper warning notice; the employee will be reinstated without loss of seniority, wages or benefits.

Section 7.03 - Removal of Records Verbal warnings, written warnings and suspensions shall be removed from an employee's records one (1) year after such warning or suspension. They may be removed earlier under the following conditions:

- a. An employee may request a review, by the Department Head and the Union, of the employee's work performance related to a written warning, whenever the employee feels he/she has sufficiently improved his/her work performance related to the written warning for a period of six (6) months. Should it be found after investigation that the employee has sufficiently improved, the written warning will be removed from the employee's records.
- b. An employee may request a review, by the Department Head and the Union, of the employee's work performance related to a suspension, whenever the employee feels he/she has sufficiently improved his/her work performance related to the suspension for a period of six (6) months. Should it be found, after investigation, that the employee has sufficiently improved, the suspension will be removed from the employee's records.

Section 7.04 - Prohibitions Subject to the grievance procedure, no warning is necessary for discharging an employee in cases of insubordination or gross misconduct. Insubordination or gross misconduct includes, but is not limited to, the following: actions that may endanger the well-being of any employee; possession of a weapon or firearm, theft, including deliberate destruction, damage or removal of City of another employee's property; acts of intimidation or coercion toward another employee or supervisor; drinking alcohol or using illegal drugs on the job, or possession of alcohol or illegal drugs while on the job, or working on the job while under the influence of drugs or alcohol. Employees shall abide by the City of Belleville's Substance Abuse Policy.

ARTICLE 8 - UNION SECURITY

Section 8.01 - Membership It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date

of the Agreement.

The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his or her Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 8.02 - Fair Share Notwithstanding Section 8.01 of this Agreement, employees may pay in lieu of dues a proportionate fair share in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified in writing by the Union, shall be deducted by the Employer from the earnings of the non-member employee and remitted to the Union along with dues of member employees.

Objections to fair share payments shall be in accordance with the Union's bylaws and Illinois law. Said objections and the resolution thereof shall result in no liability to the Employer, nor shall such objections be subject to the grievance procedure of this Agreement.

Section 8.03 - Check-Off The Employer shall deduct, on the first payroll period of each month or any pay period mutually agreeable to both the Employer and the Union, Union dues or a proportionate fair share fee thereof in such uniform amounts as the Union Constitution and Bylaws may be amended to provide. Proper notification to the Employer of such amendment is to be given not later than one (1) week prior to the payroll deduction period.

Section 8.04 - Authorization The Union shall furnish the Employer with individual authorization cards signed by each employee authorizing monthly dues deductions. The Employer shall deduct dues thereafter on a monthly basis until such order may be revoked by individual authorization.

Section 8.05 - Indemnity The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgements, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 9 - WAGES

Section 9.01 - Base Wages

All employees under this union contract agree to an increase of 2% retroactive to 5/1/15, a 2% increase effective 5/1/16, a 2% increase effective 5/1/17, and a 3% increase effective 5/1/18. The increase will be added to the base wage each year before calculating longevity. Each step of longevity is at a rate of 1.5% increase on the employees' longevity anniversary date.

	Years of Service						
	Base	2 < 5 yrs	5 < 10 yrs	10 < 15 yrs	15 < 20 yrs	20 < 25 yrs	25 + yrs
5/1/15	\$23.2049	\$23.5530	\$23.9063	\$24.2649	\$24.6288	\$24.9983	\$25.3732
5/1/16	\$23.6690	\$24.0240	\$24.3844	\$24.7502	\$25.1214	\$25.4983	\$25.8807
5/1/17	\$24.1424	\$24.5045	\$24.8721	\$25.2452	\$25.6238	\$26.0083	\$26.3983
5/1/18	\$24.8667	\$25.2396	\$25.6183	\$26.0026	\$26.3925	\$26.7885	\$27.1903

New Hires

All new employees hired shall receive the following:

Starting wages shall be eighty percent (80%) of the above listed base rate: \$18.5639 per hour as of 5/1/15, \$18.9352 per hour as of 5/1/16, \$19.3139 per hour as of 5/1/17, and \$19.8934 per hour as of 5/1/18.

Upon completion of 1 year of employment: wages shall be at ninety percent (90%) of the above listed base rate: \$20.8844 as of 5/1/15, \$21.3021 per hour as of 5/1/16, \$21.7282 per hour as of 5/1/17, and \$22.3800 per hour as of 5/1/18.

Upon completion of two (2) years employment: Applicable 2-year level wage applies.

Section 9.02 Shift Differential There shall be a shift differential of \$0.40 per hour for an employee who is assigned to a regularly scheduled 2nd or 3rd shift.

Section 9.03 - Pay Period Payday shall be bi-weekly. Overtime worked in one pay period will be paid no later than the next pay period. Upon payment, any shortages of regular and overtime hours shall be paid within three (3) business days. Paychecks may be picked up on Friday 8am. Checks will be hand delivered to second and third shift personnel.

Section 9.04 - Certification Pay There will no longer be any separate certification pay. Each employee shall be responsible to perform any of the required duties of the departmental functions as necessary.

Section 9.05 – Commercial Drivers License (CDL) Effective March 1, 2000, all new, regular, full-time employees shall be required to secure a Commercial Driver's License (CDL) in departments covered by this Agreement, as applicable.

Employees who currently have a CDL and forfeit it because of medical reasons will be considered for light or modified duty if such duty is available. If no light or modified duty is available, the employee may be eligible for Family and Medical Leave pursuant to the City's Family and Medical Leave Policy.

The Employer agrees to reimburse the employee for the cost to renew his/her CDL license.

No annual physical is required, but a pre-employment physical is still a condition of employment.

Section 9.06 - Applicator/Operator License The Parties agree that (4) Street Department employees and up to (4) Parks Department employees are needed to carry out the operation of right-of-way weed control; and up to (6) Sanitation Department employees may be needed for mosquito spraying. Employees currently (at the time of contract ratification) holding the operator licenses will receive an additional \$0.15 per hour. Employees currently (at the time of contract ratification) holding the applicator licenses will receive an additional \$0.35 per hour. Each person certified for spraying will receive one or the other additional amount but not both. If a licensed employee relinquishes his/her spray license, the opportunity will be open to other department employees, based on seniority. If there are no interested employees, the least senior employee will be required to test for the license.

Each union employee in the Sewer Line Department shall be paid, in addition to base wages, the sum of \$58.00 per month upon earning a "Collection System Operator Certification" from the IEPA certification program. Reasonable time for travel and testing will be provided. The City will pay for any fees for certification testing required by the State and Sewer Lines Department as well as any schooling to improve job related skills, with the approval of the Wastewater Plant and Sewer Line Director.

Section 9.07 – Working Foreman One employee in the Sanitation Department and one employee in the Street Department will be selected to the position of Working Foreman in the department. The Working Foreman's duties shall include, but are not limited to, assisting the Department Head in dispatching and directing a group of or crew of employees to perform duties as assigned. The Department Head will make the selection of the Working Foreman. Seniority will not be the only factor in determining the selection of the Working Foreman; however, most senior qualified person will be selected. The employee designated as Working Foreman shall be paid an additional \$2.00 per hour. If the Superintendent of Parks position is vacant and not filled within six months, then a Working Foreman position will be reinstated. If an employee works as a working Foreman on a temporary basis for one (1) consecutive calendar weeks or more, the employee shall be paid at the working foreman rate, retroactive to the first day of the vacancy.

ARTICLE 10 - HOURS OF WORK

Section 10.01 - Hours Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work. For the purposes of this Agreement, a normal day's work shall be between the hours of 7:00 a.m. to 3:30 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m. A summer heat schedule shall be in place between Memorial Day and Labor Day with hours of 6:00 a.m. start and 2:30 p.m. end. The Sanitation Department summer heat schedule shall be in place from May 1 through October 1 each year. The Sewer Department shall be exempt from this summer heat schedule. Regularly scheduled workdays will be consecutive.

Section 10.02 - Show-Up Pay When employees report for assigned work and are sent home by the Employer, through no fault of their own, they shall be allowed two (2) hours show-up time at the applicable rate of pay.

Section 10.03 - Rest Time If any employee works overtime exceeding four (4) continuous hours, he/she shall be entitled to eight (8) hours time off before being required to return to work. For any part of this eight (8) hour period which extends into the employee's normal workday, he/she shall be compensated at the regular time without working.

Section 10.04 - Limitations Employees will not normally be required to work more than sixteen (16) consecutive hours. In case of emergency, however, an employee may work more than sixteen (16) hours if mutually agreed upon between the employee and the Department Head.

Section 10.05 - Stand By Pay/On-Call Pay When an employee is required to be on call at home for an assigned week, including weekends and holidays, they shall be paid a minimum of eight (8) hours at the base, straight-time rate of compensation for the time that they are on call. A minimum of two hours will be paid for a call out.

On-Call pay is separate and apart from compensation for time worked by the employee. Any employee who is on call and works Saturday or Sunday shall be entitled to pay for such hours at the time and one-half or double time rate of pay, whichever is applicable. Any employee who is on call and works on a holiday designated under Section 11.01 of this Agreement shall be compensated at double the straight-time rate in addition to the holiday pay of eight (8) or four (4) hours. A holiday begins at 12:00 a.m. of the day designated; and ends at 11:59 p.m. that same day.

Section 10.06 - Overtime All work performed over the regular 40-hour week or 8 hours per day, will be performed and time and one-half. This includes Saturdays.

Section 10.07 - Worked Sunday/Holiday All work performed on Sundays and other legal holidays or such days as designated as legal holidays by the City administration, shall be at the rate of double time.

Section 10.08 - Scheduled Overtime For assignment of scheduled overtime at the Parks or Sanitation Department, the employees regularly assigned to work there will be given the overtime based on the seniority list for that Department. If no one in that department wants to work overtime, any temporary Teamster assigned from the labor pools shall be given an opportunity for that overtime. If no temporary Teamster chooses to work, all others within the bargaining unit shall be offered such overtime based on seniority.

Section 10.09 - Unscheduled Overtime When circumstances require unscheduled overtime, other than mentioned in Section 10.05, the Department Head or Supervisor shall call employees in order of seniority. If all employees on the list have been called and no one has agreed to work the overtime hours, the Department Head or Supervisor will have the authority to require the least senior employee(s) to report to work for such overtime hours assuming he is competent and qualified. A minimum of two (2) hours shall be paid for all call-outs, at the applicable overtime rate. Employees in all departments shall be called out by that department's seniority list, regardless of vacation or compensatory time off, after which the labor pool would be utilized.

Section 10.10 - Breaks and Lunches Work hours shall be between the hours of 7:00 a.m. to 3:30 p.m.,

Monday through Friday, with one (1) fifteen-minute break midway through each four (4) hours of work. One half-hour lunch shall be taken per day. These breaks and lunch will be designated as the time from which an employee leaves his/her work area until the time he/she returns to work area.

Section 10.11 – Flexible Starting Times Starting times can be adjusted by mutual consent between the majority of the employees in the department and the employer. Under no circumstances shall the adjustment modify the amount of on the job time required to constitute a day's work.

Should the employer deem it advantageous to its purposes to maintain a crew for special assignments, the employer and the Union shall meet and mutually agree upon hours and bidding procedures.

Section 10.12 - Overtime Extending Past Regular Workday When a crew is working a job assignment that requires overtime at the end of the day, as determined by the employer, those employees shall have first right on overtime. If fewer employees are needed to remain on overtime, seniority shall be the determining factor. Seniority shall apply in the event an employee cannot remain and work the overtime as required by the employer and replacements are needed.

Section 10.13 – Compensatory Time Off Nothing in this article will prevent an employee from taking compensatory time off in lieu of wages earned for premium hours worked. The time off will be taken with the concurrence of the Department Head and at the department's discretion.

Upon May 1 of each year, each employee will be allowed to carry over a maximum of eighty (80) hours of compensatory time into the next year, noting that at no time in the year shall accrued compensatory time exceed one hundred sixty (160) hours per employee. If an employee accumulates one hundred sixty (160) hours of compensatory time and works additional overtime, the employee will be paid the appropriate rate for those hours in excess of one hundred sixty (160) hours.

ARTICLE 11 - HOLIDAYS

Section 11.01 - Designated Holidays Employees shall receive ninety six (96) hours of holiday annually. The following shall be designated as holidays of eight (8) hours each for employees, unless otherwise specified:

New Year's Day	Martin Luther King Jr. Day
Presidents Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve - (4) hours	Christmas Day
New Year's Eve - (4) hours	

If any of the above holidays fall on a Saturday, then the Friday immediately preceding the holiday shall be considered the holiday. If any of the above holidays fall on Sunday, the Monday immediately following shall be considered the holiday. However, if the holiday falls on Saturday, Sanitation employees will observe it on Saturday. If the holiday falls on Friday, Sanitation employees will observe the holiday on Friday, except in the case of Good Friday only. Sanitation employees agree to work the Friday holiday in order that they may have a full weekend off. The Sanitation Department only will agree to work the Friday holiday at a rate of one and a half times their normal rate plus the eight (8) hour holiday pay. All employees of the Sanitation Department must agree to this arrangement for Good Friday only.

If Christmas or New Year's falls on Saturday, the preceding Friday shall be considered the holiday and Thursday shall be considered the Christmas Eve or New Year's Eve holiday. If Christmas or New Year's falls on Sunday, the following Monday shall be considered the holiday and the preceding Friday shall be considered the Christmas Eve or New Year's Eve holiday. If Christmas or New Year's falls on Monday, the preceding Friday shall be considered the Christmas Eve or New Year's Eve holiday.

Sanitation employees will work the Christmas Eve or New year's Eve holiday when it is celebrated on Friday and will receive double hourly rate for all holiday hours worked in addition to the four (4) hour holiday compensation.

Any temporary employee, after completion of six (6) months continuous service, will be eligible for the same holiday pay as regular employees.

Section 11.02 - Personal Leave Beginning May 1 of each year, an employee will be credited with twenty-four (24) hours of personal leave, subject to successful completion of the employee's probationary period. In addition to the three (3) personal days, those employees with at least 30 years of service shall receive an additional one (1) day (8 hours) of personal leave each fiscal year. Said personal leave shall be scheduled at the employee's discretion, subject to the operating needs of the Employer. Permission shall not be unreasonably denied. Personal leave may be taken in (1) hour increments.

Unless unable to use personal leave due to work related injury/illness, personal leave will be issued on a "use it or lose it" basis.

Section 11.03 – Eligibility In order to receive holiday pay for holidays designated under Section 11.01, an employee must work the last regularly scheduled workday immediately before and the first regularly scheduled workday immediately after the holiday, unless excused by the Department Head or his/her designee.

Section 11.04 - Worked Holiday Pay Employees working on a holiday designated under Section 11.01 shall be paid at double the straight-time base rate of compensation for hours worked, in addition to the applicable four (4) or eight (8) hours holiday compensation; provided that on holidays of four (4) hours, the employee will be paid at the straight time rate for the first four (4) hours of work on an eight (8) hour shift.

ARTICLE 12 - SICK LEAVE

Section 12.01 - Eligibility It is the policy of the Employer to provide reasonable protection to its full-time employees against loss of income because of non-service connected temporary illness or disability as provided herein. Sick leave is not intended for a one-day vacation or to be used to extend a vacation or holiday period. Sick leave may be taken by any full-time employee due to his/her own non-service connected illness or injury which renders him/her unable to perform his/her duties or for proven illness or injury of employee's child or step-child or grandchildren.

For each illness or non-duty related disability, the employee will not be paid for his/her first full day of absence unless he/she notifies the appropriate Department Head prior to his regular starting time. Any absence of three (3) business days or longer may require, upon request by the Employer, a written statement from a physician or release and/or verification substantiating that the employee was ill or injured and is fit to return to work. The Department Head may request a physician's statement or verification of absence for shorter periods of time. The Department Head may also require the employee to be examined by a physician of the Employer's choice, at the expense of the Employer.

Employees shall not accrue sick leave for any period during which they are on layoff, nor for any period during which the regular rate of pay is not accruing.

Section 12.02 - Accumulation Rate Employees shall receive ten (10) hours of sick leave for each month of service beginning with the last date of hire. No employee will be permitted to take leave if it has not yet been earned. The maximum amount of sick leave allowed to accrue at any one time will be one thousand, nine hundred twenty (1,920) hours. Should an employee accumulate 1,920 hours of sick leave during the term of employment, any additional sick leave which would have accrued will be credited, upon retirement of an employee, toward the employee's pension credits in the Illinois Municipal Retirement Fund (IMRF), subject to the policies, terms and conditions of said Fund.

You may qualify for a maximum of one year of additional service credit for unused, unpaid sick leave.

This additional service credit applies only if you are leaving employment for retirement. The service credit is earned at the rate of one month for every twenty (20) days of unused, unpaid sick leave or fraction thereof.

Section 12.03 - Sick Leave Abuse Sanctions For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 12.01 of this Article.

If an employee has received sick leave contrary to the provisions of this Agreement, or through any misrepresentation(s) made by the employee or others on the employee's behalf, he/she shall be subject to discipline, up to and including discharge.

Section 12.04 - Minimum Increments Sick leave shall not be taken nor charged in increments of less than one-half (1/2) hour.

Section 12.05 - Worker's Compensation The Employer will pay to each employee who has accumulated sick leave, and chargeable to such sick leave, for the first three (3) days of time lost from the job due to work-related injury for which the employee will be paid by Worker's Compensation Insurance pursuant to Illinois law. At no time will these three (3) days be paid until the employee returns to work or until after the fourteenth (14th) day has elapsed (whichever occurs sooner). If the employee is away from work, due to a work related injury, for a period of fourteen (14) days or more, payment by the City for accrued sick leave hours will not be made. All compensation from the insurance company for work-related injury will be paid directly to the employee. Should payment not be made or be delayed by the insurer for an eligible worker's compensation claim, the Employer will contact the insurer to learn the reason for no payment or delay, and will do everything possible to facilitate resolution.

Section 12.06 – Unused Sick Leave There shall be no pay upon separation for any unused sick leave, except for retirement in which case the City shall compensate the retiring employee, or in the event of the employee's death while employed by the City in which case the City will compensate the employee's spouse as follows:

- a. The Employer will pay \$2.00 for each hour of unused accumulated sick leave for each hour of the first 1,000 hours and \$4.00 for each hour over 1,000 hours, up to a maximum of 920 additional hours. The \$2.00 per hour shall apply to "Survivor Benefit before Retirement." Any or all of said accumulated 1,920 hours of unused accumulated sick leave may be credited, upon retirement of the employee and at the employee's option, toward the employee's pension credits for IMRF; provided any amount of sick leave contributed to IMRF will be in lieu of receiving cash payment as provided herein. In any case, the total amount of unused sick leave allowed to be contributed toward an employee's IMRF pension benefits will be consistent with the maximum allowed under the policies, terms and conditions of said Fund.
- b. Effective upon ratification any employee who retires may select, as an alternative to the above, to apply the value of his/her unused, accumulated sick leave to purchase continued group medical insurance at the group rate. The value of sick hours shall be \$2.00 per hour for the first 1,000 hours and \$4.00 per hour for all accumulated sick leave over 1,000 hours.

An employee eligible for this benefit must select at the time of retirement, to apply his/her unused sick leave for this purpose. Once the payout determined under this section has been exhausted, the Employer will notify the retiree, and the retiree will have the option of continuing the group medical insurance at his/her expense in accordance with applicable state statute.

In any case, the total amount of unused sick leave allowed to be contributed toward an employee's IMRF pension benefits will be consistent with the maximum allowed under the policies, terms and conditions of said Fund.

Section 12.07 – Sick Leave Benefit Transfer: Individual employees may transfer up to sixteen (16) hours to another employee who has exhausted their sick leave and other paid time benefits during a single absence in

the event of a catastrophic illness or injury. A catastrophic illness or injury is defined as serious enough to cause protracted absence from work and jeopardizes the possibility of returning to the job. The catastrophic nature of the illness or injury, which precludes work at any job and many activities, must be certified by a medical doctor and cannot cover absences occurring at irregular intervals.

Section 12.08 - Sick Time Buy Back The employer agrees to buy back at regular rate of pay, on either pay day in April each year, 40 hours of employee's accrued sick leave during the first or second pay period.

ARTICLE 13 - VACATION

Section 13.01 - Accumulation Rate Full-time employees will accumulate vacation leave time in accordance with the following schedule:

After successful completion of the probationary period and upon completion of (6) months of continuous, full-time service: (40) hours;

Upon completion of the next (6) months of continuous, full-time service thereafter: (40) hours;

Upon completion of (2) years of continuous, full-time service: (80) hours per year;

Upon completion of (7) years of continuous, full-time service: (120) hours per year;

Upon completion of (12) years of continuous, full-time service: (160) hours per year;

Upon completion of (20) years of continuous, full-time service: (200) hours per year.

Vacation leave is considered compensation for work provided to the Employer. Vacation time will not accrue during periods of extended absence in which the regular rate of pay is not being earned. Extended absence is defined as more than (60) calendar days.

Section 13.02 - Scheduling The employer shall offer the employees an opportunity to request their vacation in advance for approval. This vacation schedule shall be posted April 1 through April 15 of each year.

In selecting vacations, the employee's seniority shall be the determining factor. Once the vacation schedule is completed and approved, it can not be arbitrarily changed by the Employer. Employees shall not be required to schedule their vacation in advance as stated above, but when getting unscheduled vacation approved at a later date, it is understood that approved vacations on the vacation schedule shall be recognized first in cases where an employee is requesting the same day(s) off as another employee, regardless of seniority. Vacation scheduled after April 15 will be added to the vacation schedule as it is scheduled.

Section 13.03 - Use All vacation earned must be taken by employees within one year of being credited; provided the Department Head shall allow up to eighty (80) hours of vacation to be carried over from one anniversary year to the next and further provided that said eighty (80) hours should be used within the first six (6) months of the next anniversary year, unless otherwise approved. No employee shall be entitled to vacation pay in lieu of vacation except, however, any employee who has quit, retired, been discharged or laid off shall be entitled to the vacation pay earned on a pro rata basis.

Section 13.04 - Minimum Increments Requests for individual days off must be referred to the Department Head and will be filled according to seniority as provided in Section 13.02. Employees may schedule vacation in minimum increments of one-half (½) days or four (4) hours, with supervisory approval.

ARTICLE 14 - FUNERAL LEAVE

Section 14.01 - Bargaining Unit Employees Employees in the same department in which the deceased was employed shall receive that day off with pay to attend the funeral.

Department, as used in this Agreement, shall be defined as the Street, Sewer Lines, Sewage Treatment, Parks and Recreation and Sanitation Department.

Section 14.02 - Extended Family When there is a funeral for a member of the employee's extended family, the employee shall be allowed three (3) consecutive work days, excluding Saturday and Sunday, off with pay,

provided one day is used to attend the funeral. Extended family is defined as an employee's sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, stepmother and stepfather, stepsisters, stepbrothers, half-sister, half-brother.

Employees may use accumulated sick leave, not to exceed three (3) days, to attend the funeral of an aunt or uncle. This is intended to be granted on a consistent basis without favoritism.

Employees may be given one (1) to three (3) days with approval from Supervisor, Department Head and Mayor for the death of a friend, significant other/niece/nephew etc.

Section 14.03 - Immediate Family Employees shall receive five (5) consecutive work days funeral leave with pay in the event of the death of a spouse, father, mother, sister, brother, father-in-law, mother-in-law, child or stepchild, provided one day is used to attend the funeral.

Section 14.04 - Pall Bearer In the event an employee is requested to be a pall bearer on a regularly scheduled work day, the employee may use accumulated sick leave for such time off, not to exceed one (1) work day.

ARTICLE 15 – MILITARY LEAVE

Employees serving in any military reserve units who are required to report for active duty shall be allowed time away from work to serve. Salary and benefits shall continue for the duration of the reserve obligation. Employees shall choose between the pay for military service or pay from the city; not both.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

Section 16.01 - Equipment All equipment owned by the Employer and operated by employees shall be in safe working condition.

Section 16.02 - Safety Glasses The Employer agrees to provide two hundred dollars (\$200.00) toward reimbursement for prescription safety glasses, up to a maximum of one (1) pair per employee per year.

Section 16.03 - Tools The Employer agrees to furnish all tools and such other equipment as may be required. Such equipment, if possible, shall remain at the garage or such other place as may be designated by the Employer.

Section 16.04 – Ice Water The Employer agrees to furnish cool drinking water, ice and cups for employees. It will be the employee's responsibility to take water to a work site. The Employer will make available soap and towels for use in washrooms at all times.

Section 16.05 - Protective Wear & Safety: The Employer agrees to furnish appropriate protective wear to be kept in the Department garage at all times when not in use. Appropriate gloves shall be furnished to employees in all departments whenever necessary. Replacement of approved items will be issued upon trade-in of used, worn-out, unserviceable items. Standard issue gloves are excluded from trade-in policy. Any safety of high visibility clothing shall be furnished by the Employer.

Section 16.06 –Shelter The Employer agrees to provide a dry and warm inside facility for employees' breaks and restrooms.

Section 16.07 - Safety Committee There will be a Safety Committee in each Department consisting of one (1) employee, one (1) Department Head and one (1) Shop Steward.

Section 16.08 - Labor Pool When temporary transfers occur, the most senior employee, according to Union Seniority, will be offered the transfer. If refused by senior employees, the least senior employee, according to Union Seniority will be transferred provided that the employee may be required to have experience and knowledge of the work to which a transfer is being made.

Employees will be considered as members of a labor pool who can be placed on any equipment or transferred to other departments, as determined by the Department Head or his/her designee, subject to the provisions of this Section.

Section 16.09 – General Duties General duties of the bargaining unit include but are not limited to: concrete work, macadam and asphalt, cutting chipping, setting of curbing, paving, patch and crack emulsion, looting and grouting (wet or dry), air hammer, jack hammers, gasoline or electric vibrators, road oiling labor, handling of barricades, lights or flares and signaling, painting street markers, stop signs, etc., all sewer work, including digging and backfilling trenches and layering sewer tile with understanding that two men or more as needed, tile laying, rodding and cabling and cleaning of sewers, and the by-pass pumping of manholes, catch basins and septic tanks. Equipment operating, (i.e. all trucks, tractors, street sweepers, snowplowing equipment, weed spraying, etc., in the general duties of street maintenance for the City of Belleville. All work performed in connection with parades and events held on public streets or Public Square. This jurisdiction shall include but not limited to: signing, barricading, loose trash pick-up, and general clean-up after. Installation of Christmas decorations. All tree trimming and removal of trees on City property. The clean-up of all debris caused by weather conditions. In no case shall the above mentioned duties impair the events held by volunteer organizations.

Section 16.10 – Prevailing Wage Rate If employees are assigned by the Employer to work outside the City's corporate limits on behalf of an entity other than the Employer, they will be compensated at an amount equal to the prevailing wage rate.

Section 16.11 – Sub-Contracting No work shall be subcontracted to outside sources if the Employer has the equipment and personnel available to perform such work. Any work contracted out, that has routinely been performed by members of this bargaining unit, covered under this Agreement, shall pay the prevailing wage or no less than an amount equal to those defined in Articles 9 and 10 of this Collective Bargaining Agreement.

Section 16.12 - Work Uniforms The City will provide the employees with work uniforms (eleven (11) sets to be used for a two (2) week period) and will provide one (1) work jacket as necessary. Replacement work jacket will be issued upon trade-in of used/worn jacket. At all times, employees are required to wear hard-soled work boots or ANSI approved protective footwear. The city agrees to reimburse up to one hundred fifty dollars (\$150.00) annually for hard soled boots or ANSI approved protective footwear, or personal clothing used for the sole purpose of City work. Clothing must meet approval of Department Head and have appropriate receipts to receive reimbursement. Example of eligible clothing items could include, but is not limited to, coveralls or bibs.

The City agrees to reimburse those employees retroactive to 5/1/15 for amounts over \$100.00 but not exceeding \$150.00, with proof of purchase.

Section 16.13 – Securing the Building To staff end of day building security locks and alarm, a list of interested employees by seniority will be maintained and used to perform the duty. Should a senior employee wish reconsideration, the list will be modified by seniority with one working day notice.

Section 16.14 – Sanitation Department It is understood that the Sanitation Department will always pick-up at least five (5) days per week.

It is agreed that within the Sanitation Department, whenever possible, the employees with the most seniority will be given the opportunity to be drivers on the trucks. Such assignments will be agreed upon by the Sanitation Department Head, the employees and the Union.

If additional employees are temporarily needed for the Sanitation Division, the City may use other Teamsters from within the City, according to Seniority; this can only be done, if the other City Departments are able to perform the normal daily duties with less than the full staff. If the financial situation of the City changes for the better, the past practice of hiring extra help from Teamsters Local 50 will become effective upon notice to the

Business Representative by the City.

A person hired temporarily to fill a vacancy in accordance with this Section shall not be considered a temporary employee nor a new employee for the purposes of this Agreement, nor shall said person be considered as fulfilling requirements of a probationary period, nor shall such temporarily hired person be covered by this Agreement.

Sanitation Department Vacation posting sheet will be posted no later than January 1st of each year.

ARTICLE 17- JURY DUTY

A regular, full-time employee performing Jury Duty during his regularly scheduled hours shall do so without loss of pay or benefits. The employee will remit back to the City the portion of his/her jury duty check relating to service time.

ARTICLE 18 - HEALTH AND WELFARE and PENSION

Section 18.01 - Health and Welfare Benefits From May 1, 2015 through April 30, 2019, the Employer agrees to maintain health and welfare coverage under its plan in effect as of the execution date of this Agreement. If the Employer contracts with another carrier during the term of this Agreement, the Employer agrees to provide equal or better coverage.

Beginning May 1, 2016, the Employer will pay towards a group health and welfare benefits plan, for each of its employees, inclusive of any and all employee dependents if applicable, desiring coverage under such a plan, an amount up to but not exceeding the amounts of coverage costs of four hundred ten dollars (\$410.00) for the remainder term of this Agreement. If it becomes necessary to increase premium payments over said amount(s), the Employer shall be required to pay only up to the following amounts over and above the premium levels:

1. Fifty percent (50%) of any increase(s) in individual employee coverage;
2. Fifty percent (50%) of any increase(s) in dependent coverage.

The Employer shall deduct from an employee's wages the other fifty percent (50%) of any increase(s) over and above the premium costs for individual and dependent coverage.

Employees who retire from or become disabled due to employment by the Employer and who are vested with the Illinois Municipal Retirement Fund through employment by the Employer are eligible to purchase health and welfare benefits as provided under the health and welfare benefits plan at the time of retirement; provided that: 1) the retiring employee purchases the plan at the time of retirement or disability; 2) the retired or disabled employee coverage is available under the terms of the plan; 3) the retired or disabled employee pays the insurance carrier directly for said health and welfare benefits according to the terms and conditions of said plan; and 4) said plan, benefits, coverage, costs and payment, as well as any changes therein, shall be separate and apart from this Agreement and shall not be subject to the grievance procedure or any other provision of this Agreement.

Section 18.02 - Cost Containment The Employer has the option to Section 18.01 of reducing benefits and coverage in order to avoid any increase over and above the level of premium payments on May 1, 2015. The Employer agrees that it will consider suggestions from the Union for methods in which the Employer may reduce the cost of insurance and/or implement effective cost-containment programs. This Section does not mean that the Employer relinquishes its sole authority to select the benefit levels and options and payments provided in this Article.

Upon the request of the City, this bargaining unit or other bargaining units, insurance committee meetings will be scheduled city wide on a quarterly basis to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the City Council for changes in health care coverage

that will reduce or minimize increases in health care premiums. One representative from each bargaining unit, along with six (6) management representatives will be eligible to participate as committee members.

Recommendations may be made with a two-thirds majority of those representatives identified by this Section. All changes are subject to approval of the City Council.

Section 18.03 - Liability Limitations The failure of any provider(s) to provide any benefit for which the Employer has contracted, through a self-insured plan or under a group policy/policies issued by an insurance company or other provider, shall result in no liability to the Employer nor to the Union, nor shall such failure be considered a breach by the Employer or the Union of any obligation undertaken under this or any other agreement.

A difference between an employee (or his/her beneficiary) and the insurance carrier(s) or provider(s) or the processor of claims shall not be subject to the grievance procedure provided for in this or any other agreement.

Section 18.04 – Insurance Buyout The employer agrees to pay a cash buyout in lieu of insurance coverage to anyone covered under this agreement that opts out of the City's insurance plan.

Payouts as follows: Family-\$650.00 per year
 Employee/Spouse or Employee/Child-\$500.00 per year
 Single-\$300.00 per year

Payout amounts are subject to tax and the only time to enroll in the City's insurance plan will be during open enrollment on May 1st of the following year.

*Both parties agree to Ad Hoc committee for IMRF

Section 18.05 - Pension Plan The Employer shall ensure to maintain pension requirements as applicable by law.

ARTICLE 19 - MANAGEMENT RIGHTS

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct employees in all aspects, including, but not limited to, all rights and authority granted by law or exercised by the Employer, except as modified in this Agreement. Except as otherwise expressly stated herein, the policies of the Employer are not to be considered a part of this Agreement. The rights and authority of the Employer include, but are not limited to, the right to: determine its mission, policies and to set forth all standards of service offered to the public; plan, direct, control, assign and determine the operations or services to be conducted by the Employees; determine the methods, means and number of personnel needed to carry out the mission of the Employer; direct the entire working force of the Employer, including the establishment of work standards and reasonable work rules; select, hire, schedule, assign and evaluate work, and to transfer employees within a department, its various sections, and any of its operation; evaluate, test, promote or demote employees; suspend, discipline or discharge employees for just cause; lay off or relieve employees; make, publish and enforce rules and regulations; introduce new or improved methods, equipment or facilities; contract out for goods and services; and carry out all other functions of management subject only to such restrictions governing the exercise of these rights as are expressly provided for in this Agreement. If employees are displaced due to the Employer's contracting work, it will contact the Union for the purpose of negotiating the impact of such contracting prior to contracting such work.

The Employer has the sole authority to determine the purpose and mission of the City of Belleville, Illinois, and the amount of budget to be adopted thereto.

Section 19.01 - Other Employment Any employee working for any entity other than the Employer will hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving his or her work for such other entity.

In the event an employee is employed by an entity other than the Employer, said employment shall not affect

the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor shall it constitute, nor appear to constitute a conflict of interest with employment for the Employer. Should an employee's employment by an entity other than the Employer violate the terms of this Section, either the employee will immediately terminate employment with the other entity(ies) or his/her employment by the Employer shall be terminated.

Section 19.02 - Civil Emergency Conditions If, at the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to civil disorders, tornado conditions, floods, snow emergency as defined by City ordinance, anytime ice causes a driving hazard, anytime street or residence flooding occurs, anytime wind creates a road hazard, earthquake or other similar catastrophe, the provisions of this Agreement may be suspended by the Employer during the time of declared emergency. The Employer shall make every reasonable effort to re-establish normal operations as soon as possible.

ARTICLE 20 - SEPARABILITY AND SAVINGS

Section 20.01 - Savings Provision None of the foregoing shall be construed as requiring either party to this Agreement to do anything inconsistent with federal or state law, or local ordinance or the final order or judgement of any court having jurisdiction over the parties.

Section 20.02 - Partial Invalidity If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction 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 parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provision.

ARTICLE 21 - THIRD PARTY LAWSUITS

In the event an employee covered by this Agreement has any claim made against him or is made party defendant in any lawsuit because of a personal injury, death or property damage arising out of an act or omission occurring within the scope of his employment as such employee, the Employer shall appear and defend against any such claim, it being expressly understood that the Employer will provide legal counsel of its choice in the defense of such claim or in the compromise of such claim or defend any action at law. Any such settlement or judgement obtained through an action at law shall be paid by the Employer.

It shall be the duty of any employee who is made a party defendant in any lawsuit because of personal injury, death or property damage arising out of an act or omission occurring within the scope of his employment as such employee, to, within ten (10) days of service of process upon him notify the Employer by whom he is employed of the fact that the action has been instituted and that he has been made a party defendant to the same. Such notice shall be in writing and shall be filed with the Employer either by himself, his agent or attorney. The notice shall state in substance that such employee, naming him, has been served with process and made a party defendant to an action wherein it is claimed that a person has suffered injury to his person or property caused by such employee, stating the title and number of the case, the court wherein the same is pending, and date such employee was served with the process in such action and made a party defendant thereto. The duty of the Employer to indemnify any such employee for any judgement recovered against him shall be conditioned upon receiving notice of the filing of any such action in a manner and form herein above described.

It is expressly understood and agreed by and between the parties to this Agreement that the obligations hereinbefore assumed by the Employer shall not be enforceable against the Employer in those cases where the claim for personal injury, death or property damage, as aforesaid, shall have been occasioned by the misconduct of the employee.

ARTICLE 22 - DRIVE AUTHORIZATION AND DEDUCTION

The company agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE shall notify the Company of the amounts designated by each contributing

employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" exclude any week other than a week in which the employee earned a wage. The company shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The Union shall indemnify, defend and hold the Company harmless against any and all suits, claims and demands and liabilities that shall arise out of, or by reason of any action that shall be taken by the Company for the purpose of complying with this section.

ARTICLE 23 - TERMINATION

This Agreement shall be effective as of May 1, 2015 and shall remain in full force and effect until April 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days no later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. If during the course of the contract term the Laborers Union gets wage and benefit modifications greater than those bargained for by the Union, then this agreement shall be amended to adjust the bargained wage and/or benefit by the differential amount.

Wage or benefit modifications to be considered regarding this Section are:

1. General Wage Increase
2. Overtime Rates of Pay
3. Holiday, Personal Leave, Sick Leave, and Vacation Leave Policy Regarding the Number of Days of Leave Provided.

ARTICLE 24 – RESIDENCY REQUIREMENTS

As a condition of employment all employees shall be required to reside within the corporate limits of the City of Belleville. All new employees shall have fifteen (15) months from their date of hire to comply with the residency restrictions.

Bargaining Unit members with twelve (12) years or more of service with the City of Belleville shall be allowed to reside within St. Clair County. Notwithstanding the forgoing, employees shall not be subject to any residency restriction which is more restrictive than the restriction in place at the time of hiring.

ARTICLE 25 - EMPLOYEE PAYOUTS AT RETIREMENT

Any accrued time off owed to an employee at the employee's date of retirement (including accrued vacation time, sick time, personal time, and compensatory time off) shall be paid on the first payroll date beyond the first calendar month after separation of employment.

EMPLOYER:

Mark W. Eckert 4/27/16
Mayor Date

UNION:

Scott McFarland 4-27-2016
Business Agent Date

Dale S. Cook 4-27-16
City Clerk Date