

**LABORERS
AGREEMENT**

CITY OF BELLEVILLE, ILLINOIS

AND

**LABORERS INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION NO. 459**

MAY 1, 2015 – APRIL 30, 2019

LABORERS AGREEMENT

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AGREEMENT

between

City of Belleville, Illinois

and

**Laborers International Union of North America
Local Union No. 459**

PREAMBLE

This Agreement, dated the 1st day of May 2015, by and between the City of Belleville, Illinois, hereinafter called the "Employer", party of the First Part, and Local No. 459 of the Laborers International Union of North America, party of the Second Part, hereinafter called the "Union", is 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 this 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, or its agents, representatives, or successors, as the exclusive bargaining agent for all Laborers in the Cemetery, Sewer Lines, Sewage Treatment Department and Street Department of the Employer.

Section 1.03 - Employee Defined The term "employee" as used in this Agreement shall include the employees covered by this Agreement who are employed in the departments listed in Section 1.02 of this Agreement.

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 representative of the Union.

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, the parties mutually agree 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 person covered under this bargaining agreement since his/her last date of hire, less any adjustments due to layoff or leaves of absence. When a Union member leaves his/her job for thirty (30) days or more to work on an administrative non-union job for the employer for another bargaining unit job, he or she will waive his/her Union Seniority and keep his/her length of service with the City for vacation and pension only. Department Seniority is defined as the last date an employee is brought into his/her current department. City Seniority is defined as the date of hire of each employee. City Seniority shall not apply in case of reduction of the work force. Only Union Seniority shall apply in case of reduction of the work force. 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. A laid-off employee shall be eligible for recall 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) working days notice of recall. Said notice shall be sent to the employee and the Union 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, 100 North 17th Street, Belleville, IL, 62226-7410, it being the obligation and responsibility of the employee to provide the appropriate Department Head 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. However, transfer may occur later than 30 days, if mutually agreed upon, to meet operational needs. The employee chosen to fill a vacancy shall have a thirty (30) day probationary period to qualify as filling the vacancy.

Section 3.04 - Probationary Period A new employee shall work under the provisions of this Agreement, but shall be employed only on a sixty (60) calendar day trial basis, during which period he/she may be

discharged without recourse under this Agreement; provided, however, that the Employer may not discharge for the purpose of discriminating against Union members. After said sixty (60) calendar days, the employee shall be placed on the regular City, Union and Department seniority list(s) and their seniority shall date from the date they were first employed.

In case of discharge of a new employee within the sixty (60) calendar day period, the Employer shall notify the Local Union in writing.

Section 3.05 - Temporary Seasonal Cemetery Employees The Union recognizes that there is a demand for seasonal help in the Cemetery Department and would agree to non-bargaining unit employees performing bargaining unit work temporarily under the following provisions:

1. The Union and the Employer shall mutually agree on a maximum of one hundred twenty (120) hours per week for employees to be employed between the dates of April 1 through August 31 of each year.
2. These employees shall be restricted to grass trimming, raking, flowerbed maintenance, etc. Tools shall be restricted to trimmers, power mowers and hand tools. No tractors or any type of riding mowers may be used.
3. Hours shall be Monday through Friday, eight hours per day, (the same regular hours as observed by bargaining unit members). No overtime worked unless refused by all bargaining unit employees covered by this Agreement.
4. All other Sections of this Agreement shall not apply to the temporary seasonal cemetery employees.
5. No temporary employees shall be used if there is a reduction in the assignment of normal bargaining unit employees. Three (3) employees shall be considered normal, except during periods of vacations or sickness.
6. Temporary Seasonal Cemetery Employees shall be paid a minimum of the current minimum wage plus ten percent (10%).

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 temporarily transferred to other departments covered by this Agreement.

When temporary transfers or overtime opportunities 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 - STEWARD

There shall be (1) Steward at each department to see that the Union members live up to the rules of the Union and Employer. The Business Representative of the Local Union shall appoint said Steward. No discrimination shall be shown to the Steward for performing his duty. No Steward shall be transferred from the department in which he/she is working unless he/she is the last available employee 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 Employees shall have a Steward present at any step of this procedure, at the employee's option. Nothing herein shall prevent the Union and the Employer from entering into settlement that would not set a precedent for other grievances. Unless otherwise agreed, all settlements of grievances will be in writing and signed by the Union and the Employer.

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, discuss the grievance with 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 and the desired settlement. The Department Head may designate an immediate supervisor to hold said discussions with the Steward at this step.

If a settlement is not reached by the Department Head, or designee, and the Steward within five (5) business days after the grievance is filed, the Union Business Representative, within five (5) days thereafter, shall submit a written grievance to the Department Head who, in turn, will discuss the grievance within five (5) business days after submission of the written grievance, or at such other time as may be mutually agreed, 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 pursuant to Step 1, the Business Representative may, within five (5) business days of the meeting with the Department Head, submit the written grievance to the Director of Human Resources for review. The parties shall schedule a meeting within five (5) business days after receipt of the grievance by the Director of Human Resources.

If no settlement is reached as a result of said meeting, which shall be closed to the public and press, the Director of Human Resources shall give his/her written response to the Union Business Representative within five (5) days after such meeting is 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 pursued, within ten (10) business days after the Step 2 response, that the grievance be submitted to binding arbitration. The parties shall jointly request that FMCS supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting, after the list of arbitrators has been requested and prior to the hearing in an attempt to resolve the dispute.

Upon receipt of said list, each party shall alternately strike a name from the list until there is one name remaining. The name remaining shall be the arbitrator. The order of striking names shall be determined by a coin toss.

The parties shall jointly notify the arbitrator in writing, requesting a hearing, and shall arrange for the services of

a court reporter.

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 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 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.

The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing. 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. Consistent with the provisions of this Article, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable.

Section 6.06 - Time Limits No grievance shall be processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the grievance. Grievances not appealed within the designated time limits shall be considered waived.

The Employer's failure to respond or hold a required meeting within the specified time limits shall not be construed as a finding in favor of the grievant, but 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. Any such extension shall be to a date certain.

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 Section 12.01 of this Agreement.

Section 6.07 - Expedited Procedure Grievances regarding discharges must be filed in writing at Step 2 of this procedure within five (5) business days of discharge. The Employer shall review and render a decision on the case within ten (10) business days after receipt of the written grievance.

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 or 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 sixty-first (61st) 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 or paying a fair share fee as provided herein; 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) day following the execution date of the Agreement, or paying a fair share fee.

Section 8.02 - Fair Share The failure of any employee 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 employee, subject to the provisions herein. Further, the failure of any employee 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 employee.

Employees who are not members of the Union, commencing on the effective date of this Agreement, or sixty - one (61) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal Law.

Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employee and remitted to the Union within twenty (20) days following said deduction, provided, however that:

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Labor Relations Board; and
2. The Union has annually certified in writing to the Employer the amount of such fair share fee and the fact that the notice required in sub-paragraph (1) above has been posted.

Objections to fair share payments shall be in accordance with the bylaws and applicable State and Federal 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 - Dues Check-Off The Employer agrees to honor check-off cards, signed by individual employees, which authorize the Employer to deduct from the employee's paycheck each month, the Union dues, as certified by the Union, and remit same within twenty (20) days, to the Secretary-Treasurer of the Local Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer twenty (20) days prior to the first pay period of the following month. The Employer will furnish the Union with the names and addresses of all newly hired employees.

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. No premiums shall be paid for emergency overtime work.

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 8:00am. Checks will be hand delivered to second and/or 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 Driver's License (CDL) Effective May 1, 2003, all new, regular, full-time employees shall be required to secure a Commercial Driver's License (CDL) in any department covered by this Agreement. Employees who have maintained a Commercial Driver's License with the City of Belleville for a minimum of ten (10) years, but who are required to forfeit their CDL for medical reasons shall be considered "grandfathered". "Grandfathered" employees may not be called out for emergency work regardless of seniority.

"Medical reasons", as used in this section, shall be defined as a condition identified by a certified medical examiner which would prevent the employee from maintaining his/her CDL. A condition that violates the City of Belleville's Substance Abuse Policy does not qualify as a "medical condition" as used in this section.

The City may use any method to secure a CDL for all employees (including "grandfathered" employees). Employees may be required to submit to physical exams at the discretion of the Employer, with a physician of the Employer's choice, and at the Employer's expense. Any employee refusing further medical exams and/or medical treatment, in order to maintain or secure a CDL, may be terminated.

An employee whose driving privileges have been terminated due to a violation of law, and who is unable to obtain a driving permit for work purposes shall not be considered "grandfathered" and may be terminated.

In all cases where an employee is unable to maintain his/her CDL because of medical reasons, a meeting between the Employer and the Union shall be held to address light or modified duty.

The Employer agrees to reimburse the employee for the cost to renew his/her Commercial Driver's 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 (Laborers and Teamsters) are needed to carry out the operation of right-of-way weed control. 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 Street Department will be selected to the position of Working Foreman, The Working Foreman's duties shall include, but are not limited to assisting the Department Head in dispatching and directing a group 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 Foremen; however, the most senior qualified person will be selected. The employee selected as Working Foreman shall be paid an additional \$2.00 per hour. If an employee works as the working foreman on a temporary basis for more than **one (1)** consecutive calendar weeks, 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 and Overtime Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work, Monday through Friday. 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 Sewer Department shall be exempt from this summer heat schedule. All work performed over eight (8) hours in any one day or forty (40) hours in any one week shall be paid at the rate of time and one-half. All work performed on a legal holiday and such other days as designated by the City administration shall be paid at the rate of double time.

Section 10.02 - Show-Up Pay When employees report for assigned work and are sent home by their

foreman or supervisor, they shall be allowed two (2) hours show-up time and there shall not be any reduction in their overtime hours that they have accumulated.

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 No employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. In case of emergency, the 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/Call Out Pay When employees are requested to be on stand by at home over the weekends or holidays, they shall be compensated a minimum of six (6) hours pay for the time that they are on call. When employees are requested to be on stand by at home for a calendar week, they shall be compensated a minimum of eight (8) hours pay for the time that they are on call. Stand by pay is separate and apart from compensation for time worked out by the employee. A minimum of 2 hours will be paid for each call-out.

Section 10.06 - Overtime All work performed over the regular 40-hour week will be performed at time and one-half. This includes Saturday.

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 Cemetery, 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 laborer assigned from the labor pool shall be given an opportunity for that overtime. If no temporary laborer chooses to work, all others within the bargaining unit shall be offered such overtime based on seniority. After all regular employees have been given the option of taking the overtime hours, Temporary Seasonal Cemetery Employees may be asked.

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, sick leave, 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 Business Representative 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 night crew, the employer and the Union shall meet and mutually agree upon hours and bidding procedures if the employee is to be a regular full-time employee.

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 done in concurrence with 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 eight (8) hour holidays fall on a Saturday, then the Friday immediately preceding the holiday shall be considered the holiday. If any of the above eight (8) hour holidays fall on Sunday, the Monday immediately following shall be considered the holiday.

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.

Section 11.02 - Personal Leave In addition to the above mentioned holidays, employees shall receive three (3) additional personal days or twenty four (24) hours each fiscal year. 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 approval by the Department Head. Permission shall not be unreasonably denied. Department Heads shall make use of the labor pool during these periods, if necessary.

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 pay for all hours worked, in addition to the applicable four (4) or eight (8) hours holiday pay; 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.

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. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. 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 that renders him/her unable to perform his/her duties or for proven illness or injury of the employee's child, stepchild, 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 time an employee does not call in before the shift starts, the absence will be considered a "no-call, no-show". Any three (3) consecutive "no-call, no-show" in a year will be cause for immediate discharge.

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 of 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, or 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 will be no pay for any unused sick leave upon separation from employment except for retirement in which case the City will 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 accumulated sick leave for each hour of the first 1,000 hours and (\$4.00) for anything over 1,000 hours, up to a maximum of 950 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 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 payments 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 a 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 everyday activities, must be certified by a medical doctor and cannot cover absences occurring at irregular intervals.

Section 12.08 – Sick Time Buy Back Employer agrees to buy back up to a maximum of 40 hours of sick time per fiscal year in the month of April at the employee's hourly rate during the first or second payroll 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 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. Vacations scheduled after April 15 will be added to the vacation schedule as it is scheduled. Any employee not selecting his/her vacation by September 1 shall have his vacation scheduled by the Department Head.

Section 13.03 - Use All vacation earned must be taken by employees within one year of being credited; provided the Employer 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 Annual vacation allotment may be taken in minimum increments of one-half (½) days or four (4) hours. Requests for individual days off must be referred to the Department Head and will be filled according to seniority.

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. When an employee working at the Cemetery dies, the Cemetery Department may take one-half day off to attend the funeral or wake, subject to the operational needs of the Employer, with no reduction of pay.

Department, as used in this Agreement, shall be defined as the Street, Sewer Lines, Cemetery or Sewage Treatment Department of the Employer.

Section 14.02 - Family When there is a funeral within the immediate family of the employee, namely spouse, child, father, mother, father-in-law, mother-in-law, stepchildren, brother, sister, the employee shall be allowed five (5) consecutive days time off, not including Saturday and Sunday provided one day is used to attend the funeral.

When there is a funeral for a member of the employee's extended family, the employee shall be allowed three (3) consecutive days off with pay, not including Saturday and Sunday, 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, stepfather, stepsisters, stepbrothers, half-sister, half-brother. No employee shall be allowed funeral leave for more than one stepmother and one stepfather for the duration(s) of his/her employment.

Employees may use accumulated sick leave, not to exceed three (3) days, to attend the funeral of an aunt or uncle.

Employees may be allowed emergency paid time off (1-3days) for a death with the approval of the supervisor, Department Head and the Mayor or designee. This is intended to be granted on a consistent basis without favoritism.

Section 14.03 - 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 the military reserve units who are required to report for active duty shall be allowed time off from work to serve. Salary and benefits shall continue for duration of 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 - Water The Employer agrees to furnish ice water for all employees. It will be the employee's responsibility to determine when carrying water to the work site is necessary. 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 or 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 employee's 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 Employees will be considered as members of a labor pool who can be placed on any equipment or transferred to other departments covered by this bargaining unit.

When temporary transfers or overtime opportunities 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.

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 laying sewer tile with the 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, snow-plowing, 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 current 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 days notice.

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 INSURANCE / PENSION

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.

The Employer shall be responsible for payments toward health and welfare coverage on behalf of said new employee in a timely manner to ensure employee 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.

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

ARTICLE 19 - MANAGEMENT RIGHTS

Section 19.01 - Rights of Management 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 services 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; 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 the 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 19.02 - Other Employment Any employee working for any entity other than the City of Belleville, Illinois 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 City of Belleville, Illinois, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, 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/entities or his/her employment by the Employer shall be terminated.

Section 19.03 - 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, or other types of inclement weather (e.g. snow, ice, rain, wind, etc.), 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 judgment 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 - 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 nor 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 Teamsters 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 23 – 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 24 - 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:

[Signature] 4/27/16
Business Agent Date

Dallas B. Cook 4-27-16
City Clerk Date