

**CLERICAL EMPLOYEES
AGREEMENT**

CITY OF BELLEVILLE, ILLINOIS

AND

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

MAY 1, 2015 - APRIL 30, 2019

**TEAMSTERS CLERICAL AGREEMENT
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AGREEMENT

between

City of Belleville, Illinois

and

Teamsters, Automotive, Petroleum and Allied Trades,
Local Union No. 50

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 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 - 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 office and clerical workers of the Employer and office and clerical workers of the Employer's Park and Recreation Board. Specifically excluded are elected officials, Department Heads, License and Sewage Use Collector, Mayor's Secretary, Police Secretaries, Police Matron, Dispatchers, Human Resources Secretary, employees excluded by the Illinois Public Labor Relations Act and the City Attorney's Secretary.

Section 1.02 - Employee Defined The term "employee" as used in this Agreement shall include the positions provided under Section 1.01 above, except those excluded from representation by the Union.

Section 1.03 - 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 1.04 - No Discrimination 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.

ARTICLE 2 - PROTECTION OF RIGHTS

Section 2.01 - Non-Discrimination Clause The parties agree that they will not discriminate against any employee or job applicant because of race, color, creed, national origin, ancestry, age, sex, 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's members are assigned to work. Employees will abide by the City's Harassment and Discrimination Policy.

Section 2.02 – Picket Lines 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 shall be based on the length of an employee's continuous, full-time employment with the Employer. If an employee has resigned and is rehired, seniority shall start on the latest date of hire. Seniority shall prevail in all matters of employment among the bargaining unit employees of this CBA; provided, however, that, notwithstanding the foregoing, vacancies and new positions shall be filled in accordance with Section 4.02 of this Agreement.

Section 3.02 - Probationary Employment All new employees shall be probationary employees during the first thirty (30) days of employment. During the probationary period of employment, employees may be discharged at the discretion of the Employer without recourse under this Agreement. Upon successful completion of thirty (30) days of continuous employment, the probationary employee shall become a regular employee. A request for extension of probation can be mutually agreed upon between the Employer and the Union.

Section 3.03 - Layoff/Recall Should it become necessary to reduce the working force in our Union, probationary employees shall be laid off first, based on their hire date. The last person hired will be the first to be laid off. Employees being laid-off will receive a thirty (30) day written notice prior to layoff, with a copy of such notice to the Union. Any additional layoffs shall be made on the basis 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 date of layoff. Any laid-off employee must continue to pay dues and maintain good standing with the Union to be eligible for recall.

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, 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 of recall.

Should it become necessary to eliminate a position or positions, the following process will be followed:

The employee whose position is being eliminated will receive a thirty (30) day written notice prior to the effective date, with a copy of such notice to the Union.

If a position is eliminated and there is a vacant position within the membership, which has previously completed the posting process and remains vacant, the employee whose position has been eliminated would be required to fill the open position, provided the employee is qualified. If an employee is forced to take an open position, this will not constitute a bump. The employee shall have thirty (30) calendar days to qualify for the position. If within the thirty (30) day qualifying period the employee does not qualify for the position or is dissatisfied with the position, he/she may begin the bumping procedure.

If a position is eliminated and there is no open position within the membership, the employee whose position has been eliminated may begin the bumping procedure.

Bumping Procedure: An employee may bump a less senior person holding a position in an equal or lower classification. The employee may utilize the position classification held prior to the elimination incident when determining into which classification he/she may bump. The employee bumping into an equal or lower classification position will earn the same rate of pay received before the bump occurred. When an employee exercises his/her right to bump a less senior person, he/she must have the required qualifications and may follow the bumping procedure a maximum of two (2) times per job elimination incident. Any second bumping procedure must take place within the first thirty (30) day qualification period.

Section 3.04 – Transfers When an employee transfers to a job position of the Employer not covered by this Agreement, the employee shall maintain seniority under this Agreement until the employee has completed up to fifteen (15) working days of the probationary period required on the new job. Should the employee not return at the end of this fifteen (15) day period, the employee shall be removed from the seniority list of this Agreement.

ARTICLE 4 - JOB VACANCY AND NEW SKILLS

Section 4.01 - Skills When new skills for office equipment are required and not presently found among employees who are members of the Union, an opportunity to acquire the proper knowledge and skill required shall be afforded those who desire and are found to be competent. Preference shall be shown to seniority.

Employees may be reimbursed for job-related and employer-approved classes in accordance with this Section. Any classes must be related specifically to the employee's job, and must be pre-approved by the employee's Department Head. The employee and Department Head will then put in writing to the Director of Finance how the class is directly related to his/her current job, before any classes are taken. Once pre-approved by the Director of Finance, all classes, books, and fees for job-related classes taken at Southwestern Illinois College, Computype, Lindenwood University, etc will be reimbursed upon completion of the class with a passing grade of "C" or better, after the City receives proof of grade earned and proof of payment. For one day classes required by the employer, the Director of Finance can approve the City paying the costs up-front instead of through reimbursement to the employee.

Section 4.02 - Vacancies Whenever there is a vacancy or a new position within the bargaining unit, as determined by the Employer, it shall be posted in all departments for three (3) business days. Any bargaining unit member interested in the open position may submit an application to the Human Resource Department within the three-day posting period. The Employer agrees to give first consideration to bargaining unit members, giving due consideration to seniority, provided further that any employee who may apply must be qualified for the job, as determined by the Employer and subject to the grievance procedure.

When an employee is assigned to fill a vacancy or a new position, he/she shall be transferred to the open position within three (3) weeks of the posting deadline. However, the transfer may occur later than three (3) weeks if mutually agreed upon. The employee will begin earning the applicable rate of pay for the position upon date of transfer. The employee shall have **ten (10)** working days to qualify for the position. If, within the **ten (10)** working day qualification period, the employee is deemed by the Employer not to qualify for the position, or the employee chooses to leave the position, he/she shall be returned to the position previously held by him/her and resume the previous rate of pay. If there were additional bidders, the vacancy or new position will then be awarded to the next senior qualified bidder. If there were no additional bidders the vacancy or new position will then be re-posted for three (3) business days.

Vacancies shall not be deemed created by absences due to sick leave, vacation leave or maternity leave.

Employees will not be eligible to apply for a vacant position during their probationary thirty (30) days.

Section 4.03 – Work in Higher Paid Classification After an employee works in a higher paid job classification for two (2) consecutive calendar weeks or more (including holidays), the employee shall be paid at the higher class base rate, retroactive to the first day of the vacancy. If the employee filling in earns more than the person in the higher classification they shall be compensated at the rate of \$2.00 per hour.

If an employee works in the higher classification for a period on one (1) year the employee shall retain the increase in pay they had been earning even after being returned to their original position.

ARTICLE 5 - JOB STEWARD

There shall be two Stewards to see that this Agreement is observed. Said Stewards shall be elected by the membership every three years. No discrimination shall be shown to the Stewards for performing Union duties. However, the Union agrees to keep Union activities of the Stewards during working hours to a minimum.

ARTICLE 6 - TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant reasonable and necessary 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 at any one time may be granted such time off.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.01 - Definition A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising from an employee as to meaning, application, or observance of any of the provisions of this Agreement, except wages. The same procedure shall be followed for any violation of the posted work rules.

Section 7.02 - 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 7.03 - Procedure A grievance shall be settled in the following manner:

Step 1 - Department Head/City Representative Within five (5) business days of the occurrence that gives rise to the grievance, the aggrieved employee or employees shall, with the Steward (s) and the Department Head or City Representative directly involved. If the grievance is filed orally, the Steward shall expressly state, before ending the discussion with the Department Head or City Representative, that the discussion constitutes the first step of this grievance procedure. The Steward and the Department Head or City Representative 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 or City Representative and the Steward (s) 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 or City Representative. The Business Representative will discuss the written grievance with the Department Head or City Representative 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 or City Representative, 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 five (5) business days after the mediation is completed, or, if mediation was not agreed to, within five (5) business days after the Step 2 response, or within five (5) 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 7.04 - 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/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 7.05 - 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 7.06 - Time Limits No grievance shall be processed unless it is submitted to the Department Head or appropriate City Representative 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 7.07 - 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 five (5) business days.

ARTICLE 8 - DISCIPLINE

Section 8.01 - 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. All oral notices will be given with the shop steward present. All written and oral notices will be given within ten (10) business days to the occurrence that gives rise to the discipline. A meeting will be held to present the notice and if requested a second meeting will be held within an additional ten (10) business days to discuss the notice.

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.

Normally, written and oral notices will be given within ten (10) business days to the occurrence that gives rise to the discipline; however, where internal and /or police investigations delay management from knowing all the particulars of the situation, discipline of all types shall be delayed until conclusion of the investigations.

Section 8.02 – 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 8.03 - 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 8.04 – 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 9 - UNION SECURITY

Section 9.01 - Membership 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 sixty-first (61st) day following the execution date of the Agreement.

Membership initiation fees will be paid in full to the Teamsters Local #50 Union within one (1) month from the date of employment. 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.

Temporary employees shall become members of the Union upon completion of three and one-half (3½) months of employment in a calendar year or upon completion of seventy-five (75) accumulated working days in a calendar year and be subject to the provisions herein.

Section 9.02 - Fair Share Notwithstanding Section 9.01 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 9.03 - 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 9.04 - 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 9.05 - 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 10 - HOURS OF WORK

Section 10.01 - Work Day/Week Eight (8) hours shall constitute the normal workday. Forty (40) hours shall constitute the normal workweek, Monday through Friday. The workday shall include two (2) fifteen (15) minute paid breaks per eight (8) hour workday with no allowed accrual. Each employee's lunch hour will reflect that employee's departmental work schedule; however, all lunch hours must be completed by 3:30p.m.,

unless otherwise approved by the Department Head or the Human Resource Director (or his/her designee). The employee's request to take lunch breaks outside of the designated time frame should only be to accommodate special appointments, work requirements or emergency situations. Breaks and lunches are designated as the time from which an employee leaves his/her work area until he/she returns.

Starting and quitting time adjustments (never to completely disregard paragraph one), may be made with mutual consent of the Employer and Union. Under no circumstances will the adjustment of start and stop times modify the amount of on the job time required to constitute a week's work.

Relief periods will be staggered so as not to disrupt normal office routine.

Both parties agree to discuss the option of flexible scheduling at such time in the future when either party has examples/proposals to discuss.

Section 10.02 – Overtime Compensation All work over eight (8) hours in any one day or over forty (40) hours in any one week shall be compensated at a rate of time and one-half with a minimum of two hours given. All work performed on Saturdays shall be compensated at the rate of time and one-half. All work performed on Sundays shall be compensated at the rate of double time. All overtime must be approved by completing an Overtime/Comp Time Request form prior to working the overtime hours. In the event that prior approval is not available and overtime cannot be avoided, the form must be completed and submitted to the Department Head on the next business day. Employees shall have the option of taking overtime compensation in the form of pay or compensatory time off.

Section 10.03 – Compensatory Time Earned compensatory time shall be taken as soon as possible after the overtime is worked. Time off will be taken with approval of the Department Head. Use of compensatory time will not create overtime/comp time for other bargaining unit members in the department. Upon April 30th of each year, each employee will be allowed to carry over a maximum of twenty (20) hours of compensatory time into the next year. Any accumulated compensatory time over the twenty (20) hours must be used by the end of the fiscal year in which it was earned or paid to the employee in wages by April 30th.

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
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve - (4) hours	Christmas Day
New Year's Eve - (4) hours	

If any of the above holidays fall on a Saturday, then the immediate preceding Friday shall be considered the holiday. If any of the above holidays fall on Sunday, then the next succeeding Monday 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 – 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.

Section 11.03 - Worked Holiday Pay Employees working on a holiday designated under Section 11.01

shall be at the rate of double the straight-time rate of pay, in addition to the holiday pay. This Section shall not apply to time worked for the first four (4) hours of Christmas Eve or New Year's Eve.

Section 11.04 - Personal Leave Beginning May 1 of each year, an employee will be credited with sixteen (16) hours of personal leave, subject to successful completion of the employee's 30-day qualification period. Eight (8) additional hours of personal leave will be granted for any employee with ten (10) plus years of service. Upon completion of twenty-five (25) years of continuous, full-time service, an employee will be credited with 1 additional personal day (8 hours). Upon completion of thirty (30) years of continuous, full-time service, an employee will be credited with 1 additional personal day (8 hours).

For an employee hired after May 1 or whose qualification period is not fulfilled until after May 1 of the year, the amount of personal leave credited for that year will be on a pro-rated basis calculated from the beginning of the first full month of credit service upon the condition of said qualification period and rounded to the nearest whole hour.

Example: An employee hired April 15 who successfully completes his/her probationary period by June 15 would at that time be credited with thirteen (13) hours of personal leave to be used within the remainder of the fiscal year.

July 1 through April 30 = 10 full months of service
 $10/12 \times 16 \text{ hours} = 13.44 \text{ hours rounded to the nearest whole hour} = 13 \text{ hours}$

Personal leave shall be scheduled at the employee's discretion, in increments of not less than one (1) hour, subject to the operating needs of the Employer. Permission shall not be unreasonably denied.

To the extent permitted by applicable law, any unused personal leave shall be converted to sick leave and shall be added to the employee's accumulated sick leave balance on April 30th of each year.

ARTICLE 12 - VACATION

Section 12.01 - 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 six (6) months of continuous, full-time service: (40) hours; OR

After successful completion of the probationary period and upon completion of one (1) year 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 (45) calendar days.

Section 12.02 - Scheduling Employees shall select their vacations according to seniority within their department.

Section 12.03 - Use All vacation earned must be taken by employees within one (1) calendar year of being credited; however, employees shall be allowed to carry over forty (40) hours of vacation per year, provided said forty (40) hours must be used within the following calendar year. Should an employee be unable to use his/her vacation time before the next anniversary date, they may request to carry over more than forty (40) hours, however such request must be made and substantiated in writing by the employee and approved by Human Resources Department. 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.

ARTICLE 13 - SICK LEAVE

Section 13.01 - Eligibility It is the policy of the Employer to provide reasonable protection to its full-time employees against loss of income because of 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 period or holidays.

Sick leave may be taken by any full-time employee due to:

1. The employee's own non-duty related illness or injury which renders the employee unable to perform his/her duties.
2. The proven illness or injury of the employee's child, stepchild or grandchildren.
3. A serious health condition of the employee's spouse or parent. A physician's certification must be provided.

For each illness or non-duty related disability, the employee will not be paid for his/her absence unless he/she notifies the appropriate Department Head prior to his/her starting time.

Any absence of three (3) business days or longer may require, upon request by the Employer, a written statement from a physician of release and/or verification substantiating that the affected 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. This is not to be construed that it is necessary to present a doctor's certificate at all times. Employees are not to abuse the provisions of this Article. The Employer may use whatever reasonable steps it deems necessary to verify that sick leave is being used in accordance with the provisions of this Article.

Section 13.02 - 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. Time spent on sick leave shall be compensated at full pay at the current rate of compensation.

Sick leave 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 (45) calendar days. Sick leave will accrue prior to the 45th day.

Section 13.03 Sick Time Buy Back The employer agrees to buy back at regular rate of pay on either payday in May of each year, 40 hours of employee's accrued sick leave time provided the employee meets the following requirements. Note: This will not take effect until 2013.

- A. The employee must have accrued a minimum of three hundred and sixty (360) sick leave hours.
- B. The employee must not have used more than six (6) days of accrued sick leave in the previous year.
- C. The employee must be full time and must not have been on workman's compensation for two (2) months or more the previous year.

Section 13.04 - 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 13.01 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 reimburse the Employer in an amount equal to the sick leave pay so received and said employee is subject to discipline, up to and including discharge.

Section 13.05 - Minimum Increments Sick leave can be charged in ½ hour increments.

Section 13.06 - 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 13.07 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 as follows:

- a. The Employer will pay \$1.50 for each hour of unused accumulated sick leave for each hour of the first 1,000 hours and \$3.75 for each hour over 1,000 hours. The \$1.50 per hour shall apply to "Survivor Benefit Before Retirement." Any 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 \$1.50 per hour for the first 1,000 hours and \$3.75 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.

Section 13.08 - Vacancies During Sick Leave When a temporary job vacancy which may be deemed a promotion exists due to a prolonged sick leave absence such as pregnancy disability, surgical procedures, or other medical conditions, the Employer may hire a person to fill the vacancy, or assign an employee to fill the vacancy, or fill the vacancy based upon application by employees. If the Employer assigns an employee to fill the vacancy based on application by employees, it agrees to give first consideration to the employee within the department in which the vacancy occurs, giving due consideration to length of service, provided that any such employee who applies for the vacancy must be qualified for the job as determined by the Employer. When a temporary job vacancy exists in an office where only one employee works, the Employer may hire a person to fill the vacancy until such time as the regular employee returns to work on a temporary basis.

Section 13.09 – Maternity Leave A maternity leave of absence shall be granted to an employee at such time that the employee's physician certifies that the employee's pregnancy creates a serious risk of harm to the employee or to third parties, or the pregnancy adversely affects the employee's ability to perform the job. Such leave of absence shall terminate and reemployment be granted to the employee without prejudice to seniority rights, provided the leave is no longer than three (3) months in duration. To return from leave, an employee shall present a physician's certificate that the employee is physically able to return to work and perform the duties thereof.

Leaves of absence over three (3) months total duration may be granted where medical complications are demonstrated upon presentation of a physician's certificate acceptable to the Employer.

Notwithstanding other available benefits, accumulated sick and vacation leave may be used during maternity periods in addition to or instead of an unpaid leave of absence.

The parties agree to adhere to all provisions as set forth in the Family Leave Act.

Section 13.10 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. A catastrophic illness 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, which precludes work at any job and many activities, must be certified by a medical doctor and cannot cover absences occurring at irregular intervals.

ARTICLE 14 - FUNERAL LEAVE

Section 14.01 - Bargaining Unit Employees When a funeral is held for a non-probationary employee, or a probationary employee transferred from another department of the Employer, who is covered by this Agreement and who, upon his/her death, was working for the Employer and was a member of the Teamster's bargaining unit or an employee within your department, existing non-probationary employees covered by this Agreement will receive time off with pay to attend the funeral as follows. If the funeral is held in the morning of a regularly scheduled work day, there will be no work that day. If a funeral is held in the afternoon, employees will be required to work the first half of the day.

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 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, stepsisters and stepbrothers.

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

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 When there is a funeral for a member of the employee's immediate family, the employee shall be allowed five (5) consecutive work days off with pay, not including Saturday and Sunday, provided one day is used to attend the funeral. Immediate family is defined as the employee's spouse, father, mother, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, child, grandchildren, stepchild, stepmother and stepfather; provided that no employee shall be allowed funeral leave for more than one stepmother and one stepfather for the duration(s) of his/her employment.

Section 14.04 - Funeral Travel If an employee travels a distance of two hundred (200) miles or more to a funeral, the employee shall be allowed to use two (2) accrued sick days. Proof of location of funeral services may be requested by the supervisor.

ARTICLE 15 - THIRD PARTY LAWSUITS

In the event an employee covered by this Agreement has any claim made against him/her 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 16 - WAGES

Section 16.01 – Base Wages Effective 5/1/16 there shall be three classification levels: B level, C level, and Payroll Manager.

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. Effective 5/1/16, employees that currently hold a position in Class "A" will receive a classification adjustment (due to elimination of this classification) instead of the 2% raise, to bring them to a rate of pay of \$14.562 per hour.

In the event the employer determines that there are insufficient funds or the lack of work, and layoffs are necessary as a result of inadequate or diminishing State funding; the employer and union agree to reopen negotiations to explore and consider alternative measures to include cost-of-living-adjustments to prevent employee layoffs or reduce the number of layoffs and duration. The employer and union agree to no more than thirty (30) days of reopener negotiations.

New hire employees will receive the base wage of the appropriate job classification.

<u>Job Classification</u>	<u>Base Wage</u>			
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Payroll Manager	n/a	\$20.12/hr	\$20.52/hr	\$21.14/hr
Class "C"	\$16.00/hr	\$16.50/hr	\$16.83/hr	\$17.33/hr
Class "B"	\$14.00/hr	\$14.50/hr.	\$14.79/hr	\$15.23/hr
Class "A"	\$12.00/hr	n/a	n/a	n/a
90 Day Probationary	\$11.50/hr	n/a	n/a	n/a

Beginning 5/1/16, clothing allowance of \$250 per year is already included in the above listed base wages.

When new and additional duties and responsibilities of substance are added to an existing job, or a new job is created, the Union and the Employer shall meet to decide the classification of the new job or the increase in wages for the existing job. This shall not be construed as a reason to reopen the negotiating process.

The following positions will have extra wages attached for any future openings. These are additional monies that have already been received in these positions prior to this agreement. The job descriptions will be updated to reflect the additional monies are part of the position, and stay with the position not the employee, for any future openings.

- Switchboard - \$1.00/hr
- Health Housing Secretary - \$1.00/hr
- Sewer Lines Secretary - \$1.00/hr
- Housing Office Manager - \$1.00/hr
- Building & Zoning Secretary - \$1.00/hr

As of 5/1/16, the following positions will receive additional monies, as listed, due to substantial additional duties being added to the job descriptions:

- Economic Development & Planning Secretary - \$1.00/hr
- Street Department Secretary - \$1.00/hr

As of 7/1/16 (or earlier if approved by the City), the following position will receive additional monies, as listed,

due to the substantial additional duties being added to the job description:

Accounts Payable/Assistant Payroll Clerk - \$2.00/hr

In conjunction with the above referenced monies for the Accounts Payable/Assistant Payroll Clerk position, due to the importance of continuity of the payroll function for the City, if the Payroll Manager position becomes vacant, the City may, at its option in its sole and absolute discretion, promote the Accounts Payable/Assistant Payroll Clerk to the Payroll Manager position based on qualifications and notwithstanding any contrary provision in this Agreement. If such option is not exercised by the City or the Accounts Payable/Assistant Payroll Clerk refuses such promotion, then the Payroll Manager position shall be filled in accordance with the terms of this Agreement.

Section 16.02 – Longevity Pay Longevity pay will be added to the employee's pay rate upon completion of the following years of service:

Upon completion of (5) year's service:	\$.20 per hour
Upon completion of (10) year's service:	\$.40 per hour
Upon completion of (15) year's service:	\$.65 per hour
Upon completion of (20) year's service:	\$.95 per hour
Upon completion of (25) year's service:	\$1.25 per hour

Section 16.03 – Temporary Employees If the demand for temporary help with additional work volume for a particular function exceeds six (6) consecutive months in any fiscal year, the Union and Employer agree to retain temporary help so long as the Employer agrees to have the applicable Department Head submit a recommendation to increase regular, full-time staff appropriately for City Council consideration through the budgeting process. If an increase in staff is denied by City Council, upon approval of the next budget, the Employer and Union agree at that time to discontinue that particular temporary function.

This section does not apply to the instance of utilizing temporary help in an already established regular, full-time or part-time position vacant due to vacation, illness, or due to resignation, termination or transfer of incumbent. When a temporary employee is utilized to fill an already established regular, full-time or part-time position due to a resignation, termination or transfer of incumbent the Employer agrees to follow applicable procedures to fill the vacancy as expeditiously as possible.

Section 16.04 – Taking of Minutes When an employee is required to take meeting minutes during any meeting beyond the employee's regular working hours, the employee will be compensated at 1 ½ times the regular pay rate with a minimum of one hour.

Section 16.05 – Promotions/Transfers/Demotions

- a. Promotions When an employee is promoted from a lower classification to a higher classification, the employee shall receive a wage increase of \$1800.00 per classification step or the base wage of the class, whichever is greater, plus any longevity the employee is entitled to, calculated according to the higher classification pay rate.
- b. Transfers When an employee changes jobs within the same classification, there shall be no increase in wages.
- c. Demotions When an employee moves to a job in a lower classification at the employee's own request, the employee will lose the difference between the base starting wage of the two levels and maintain their seniority earnings. When an employee is required to move to a job in a lower classification because the Employer has eliminated the employee's present job, the employee's wages shall not be reduced.

Section 16.06 – Position Incentive Employees with between 5 and 29 years of service will receive payment of \$650.00 upon completion of each five-year period in the same job position. Employees with more than 29 years of service will receive \$1,000.00 upon completion of each five-year period in the same position.

Section 16.07 – Mileage When an employee is required to use his/her own car to perform his/her

duties, the employee shall receive two dollars (\$2.00) per trip when the trip is within the normal city area. When an employee is required to use his/her own car on behalf of the Employer outside the City of Belleville, the employee shall be reimbursed for mileage at the prevailing rate of the Employer.

ARTICLE 17 - HEALTH AND WELFARE

Section 17.01 - 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 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.

As of May 1, 2009 the Employer agrees to set up a committee that includes at least one member of each bargaining unit under the Illinois Municipal Retirement Fund to investigate the early retirement incentive as administered by the IMRF. The Employer agrees to earnestly investigate this as a cost saving measure to the City. The employer may also elect to adopt the early Retirement Incentive.

Section 17.02 - Cost Containment The Employer has the option to Section 17.01 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.

Section 17.03 - 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.

ARTICLE 18 - 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 subject to grievance procedures; select, hire, schedule, assign and evaluate work, and to transfer employees within a department, its various sections, and any of its operations; 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 purposes of negotiating the impact of such contracting prior to contracting such work.

Management has the right to occasionally substitute an employee in any position in the office(s) supervised by the Elected Official or Department Head. (It is the City's desire to maximize each employee's value and capability and deliver high quality service to the public by promoting cross-training and team building.

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 18.01 - 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/entities or his/her employment by the Employer shall be terminated.

Section 18.02 - 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, 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.

Section 18.03 Temporary Employee Transfer: The employer may, as needs warrant, utilize employees in other departments with the approval of both department heads. This will be done on a seniority basis with the lowest seniority employee being transferred first.

ARTICLE 19 - SAVINGS AND PARTIAL INVALIDITY

Section 19.01 - 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 19.02 - 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 20 – CLOTHING ALLOWANCE

Each employee shall receive an annual clothing allowance of \$250.00. Effective May 1, 2006 said clothing allowance will be added to the employee's base pay prior to the annual raise being calculated.

Employees are expected to maintain a professional, public appearance. City of Belleville Department Heads shall have the right to enforce this Article as they seem fit for their individual department. If an employee does not work at City Hall on a daily basis, but is scheduled to perform duties or tasks at City Hall, then he/she will dress in a manner suited for City Hall. Any clothing worn to work must fall within the guidelines in this article. Employees may be sent home to change inappropriate dress. During this absence, the employee will be required to use any available, accumulated, vacation time, personal time or comp time. If the employee has no available, accumulated vacation, personal or comp time, the employee will not be paid for the time away from work.

The following list is a guideline of acceptable and unacceptable attire. This is not an all-inclusive list. The City reserves the right to determine appropriateness.

- Dress shorts or "walking" shorts may be worn on "Casual Friday". Casual shorts should not be worn unless there is a special job condition or requirement that warrants wearing shorts.
- All shorts and skirts must be appropriate in length. An acceptable guideline may be no more than approximately three inches above the knee.
- Shirts, blouses and dresses must completely cover the abdomen and back. No tank tops, "spaghetti" straps, halters, etc.
- No jeans, except on "Casual Friday", or unless there is a special job condition or requirement that warrants wearing jeans.
- No tennis shoes or athletic style, except on "Casual Friday", or unless there is a special job condition or requirement that warrants wearing such shoes. Rubber flip-flops/thongs or rubber slide type sandals are not appropriate.
- No sweat pants, sweat suits, jogging suits, etc.
- No facial or extreme piercing

ARTICLE 21 - JURY DUTY

An employee performing Jury Duty during his/her 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 22 – MILITARY LEAVE

Employees serving in any military reserve unit 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, if required by state and/or federal law(s)

If economic benefits provided to the employee are not protected by state and/or federal statutes, the employee shall be allowed to take unpaid leave of absence provided that upon return from reserve duties the employee shall return to their position with that same salary and benefits that the employee would have had having not been activated.

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 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.

ARTICLE 24 – MISCELLANEOUS PROVISIONS

Residency: As a condition of employment new employees must reside within the corporate limits of the City of Belleville. All new employees shall have fifteen (15) months from the date of hire to comply with this provision. Employees with more than twelve (12) years of service with the city may reside within St. Clair County.

EXHIBIT A

Job Classifications/Positions

Payroll Manager	Level C	Level B (effective 5/1/16)	Level A (prior to 5/1/16)
Payroll Manager	Asst. to City Clerk	EDP Secretary	Cashier
	Asst. to City Treasurer	Engineering Secretary	HHBZ Receptionist
	Housing Office Manager	Sanitation Secretary	Sewer Billing Clerk
	Parks Office Manger	Parks Secretary	
	Finance Assistant	Accounts Payable/Assistant Payroll Clerk	
	Sewer Billing Supervisor	Sewer Dept Bookkeeper	
	Fire Dept. Office Administrator	Insurance Clerk	
	WWTP Secretary	BZ Secretary	
		Switchboard/Clerk Assistant	
		Cemetery/Treasurer Clerk	
		HH Secretary	
		Streets Secretary	
		Fire Dept./Database Administrator	
		Sewer Lines Secretary	
		Cashier	
		HHBZ Receptionist	
		Sewer Billing Clerk	

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. Eiken 5-12-16
Mayor Date

UNION:

Scott Alexander 5-12-2016
Business Agent Date

Dalton B. Cook 5-12-16
City Clerk Date