

COLLECTIVE BARGAINING AGREEMENT

Between

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 148**

and

CITY OF BELLEVILLE, ILLINOIS

MAY 1, 2016 – APRIL 30, 2020

**PERATING ENGINEERS AGREEMENT
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AGREEMENT

Between

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 148**

And

CITY OF BELLEVILLE, ILLINOIS

PREAMBLE

This Agreement is made and entered into this first day of May, 2016, by and between the City of Belleville, Illinois, hereinafter referred to as the “Employer”, and Local No. 148 of the International Union of Operating Engineers, 11000 Lin Valle Drive, St. Louis, Missouri, 63123, hereinafter referred to as the “Union”.

WITNESSETH:

Whereas, the Employer is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of the people of Belleville, Illinois;

Whereas, the very existence of the Employer is conditioned upon carrying out its obligations and responsibilities to the public served;

Whereas, both parties to this Agreement hereby recognize these mutual responsibilities of service to the public;

Now, therefore, in furtherance of harmonious relations among employees, the management and the public, it is mutually agreed by the parties hereto that there shall be no slowdown, interference of work, concerted plan for absence from work, or lockout during the term of this Agreement.

ARTICLE 1 – RECOGNITION

Section 1.01 – Jurisdiction:

The jurisdiction of this Agreement shall include the Employer’s Wastewater Treatment plants, including all existing and future installations of the Employer. Future installations shall not fall within the jurisdiction of this Agreement until completed, placed in operation and accepted by Employer.

Section 1.02 – Exclusive Representation:

The Employer recognizes the Union as the exclusive representative of the Operating Engineers engaged in the operation and maintenance of the Wastewater Treatment Plants, and agrees to bargain collectively with representatives of the Union on matters affecting its employees in those plants regarding rates of pay, wages, and hours of employment or other conditions of employment.

No change or modification of this Agreement shall be permitted by any employee of the unit covered herein, by the Union, or by the Employer without the written approval of the Employer of the Union.

Section 1.03 – Selection of Employees:

It is recognized by the parties hereto that in the operation of the Wastewater Treatment Plant, property of the City, and because of the Employer's responsibility to, at all times, furnish a safe and adequate treatment of waste disposal to the City of Belleville and its inhabitants, there can be no division of this responsibility; and it is agreed that the Employer, therefore, must be unhampered in the selection of its employees.

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 work. Employees will abide by the City's Harassment and Discrimination Policy.

Section 1.04 – Employee Defined:

The term "employee" as used in this Agreement shall mean any employees in the following job classifications within the Operating Engineers bargaining unit: Head Maintenance Person, Assistant Head Maintenance Person, Chief Operating Engineer, CSO Operator, Lift Station Operator, Day Maintenance/Operator, Shift Operator or Probationary Operator. If a position, other than those previously listed, is created, the Union and Employer will meet to decide the job classification and pay rate.

Section 1.05 – Labor Disputes:

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 picket lines at the Employer's places of business. This Section 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 slow down, interference of work, concerted absence from work, or lockout during the term of this agreement.

ARTICLE 2 – DUTIES

Section 2.01 – Duties:

The duties of employees shall be as follows: operate, maintain and make adjustments to a variety of computer-operated control systems, pumps, blowers, compressors, conveyors, sludge controls, air diffusers, filters, chemical equipment, mixer valves, incinerators, and other mechanical and electrical equipment; take samples of sewage at various stages; clean plant units such as bar screens, comminutors, grit removal units, heat exchangers, aeration tanks and equipment, chlorinators, sludge pumps, and pipe galleries; replenish chemical solution equipment; take readings of recording instruments; operate electrical controls as needed; responsible for good housekeeping in assigned work areas; keep records and make reports; review and check semi-skilled work performed on assigned work area on shift; designate lab work as assigned by management.

Engineers are required to do any work in buildings and on the grounds that the plant is equipped to handle, except where the work will be in the jurisdiction of other crafts or unions. Employees shall be required to do maintenance work and repair on existing structures. New construction outside of the buildings shall be done by the proper outside crafts and personnel. Employees will continue to do minor painting and interior building and construction work such as cabinets, furniture, shelving, small concrete forms, etc.

Section 2.02 Commercial Drivers License (CDL)

The classifications of Head Maintenance Person, Assistant Head Maintenance Person, Chief Operator and Day Maintenance Operator are required to have a valid Illinois Commercial Drivers License (CDL) with air brakes endorsement at the time of job bid award. A CDL with air brake endorsement must be maintained for as long as an employee holds one of these positions. The employer will pay all necessary fees needed to obtain and maintain said CDL for all employees listed above as well as for any other Operating Engineer not mentioned in this section.

Section 2.03 – Limitations:

It is agreed that employees will not be assigned work, either in part of full time in any management job not requiring Union membership, as long as the employee remains an active Union member. During absence of management Chief Operator and Head Maintenance Person, under instruction from management, can direct work duties. This will not include disciplinary duties.

ARTICLE 3 – UNION SECURITY

Section 3.01 – Membership:

As a condition of employment, employees shall maintain their Union membership in good standing, or pay a fair-share amount of dues, for the life of this Agreement.

Any employee who is not a member of the Union and any employee who is hired on or after the effective date of this Agreement must join the Union within thirty-one (31) days following the effective date of this Agreement, or within his/her date of employment, whichever is later, and must maintain his/her membership in good standing, or pay a fair-share amount of dues for the life of this Agreement.

Section 3.02 – Dues Deduction:

The Employer will deduct the prescribed Union dues and initiation fees from the wages of the employees who individually and voluntarily authorize such deductions. Such deductions shall be paid over to the Union by check not later than the twentieth (20th) day of each month following the deduction of dues. The Union accepts full responsibility for the authenticity of each and every payroll deduction card submitted to the Employer and will indemnify and save the Employer harmless from any claim, suits, judgments, and from any liability resulting from taking deductions pursuant to authority granted by a signed payroll deduction card. The Union will notify the Employer by letter stating changes in the dues thirty (30) days before the effective date of the increase in dues.

Section 3.03 – Fair Share:

Employees who are not members of the Union, paying dues by voluntary payroll deductions, shall be required to pay in lieu of dues their proportionate “fair share”, in accordance with the Illinois Public Labor Relations Act, of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours of work and conditions of employment. The fair-share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employee and shall be remitted monthly to the Union at 1000 Lin Valle Drive, St. Louis, Missouri, 63123. The Union shall notify the Employer in writing of the amount of the fair-share payment and the Union shall notify the Employer of any increase in fair-share fees in writing at least thirty (30) days prior to the effective date of such increase. The amount constituting each non-member employee’s fair-share shall not exceed the amount of dues uniformly paid by Union members.

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 3.04 – EPEC:

The Employer will deduct five cents (\$0.05) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the I.U.O.E. / Engineers Political Education Committee, (E.P.E.C.) are not conditions of membership in the International Union of Operating Engineers or contributions in connection with Federal, State and local elections. Payments made on separate check to I.U.O.E. / E.P.E.C., accompanied by monthly reports reflecting employee hours worked on forms so provided by the International Union of Operating Engineers, shall be remitted to 1125 Seventeenth Street Northwest, Washington, D.C. 20036, at the same time the Employer submits his/her other benefits to the appropriate offices.

ARTICLE 4 – HOURS OF WORK

Section 4.01 – Workday / Week:

The workweek shall start on Monday and end on Sunday. The first shift shall be 7:00 a.m. to 3:00 p.m. The second shift shall be 3:00 p.m. to 11:00 p.m. The third shift, if applicable, shall be 11:00 p.m. to 7:00 a.m. The normal hours of work shall be eight (8) hours per shift with no split shifts. Employees will be assigned regular starting times which will not, except in emergencies, be changed without two (2) weeks posted notice given by the Employer. (A posted notice being: a dated and signed schedule change notice placed in the employee's mailbox.) In the event of an emergency change, an employee shall be paid time and one half for the first day of such change.

Section 4.02 – Engineers:

Engineers on watch shall work a rotating shift based upon five (5) days of work and two (2) days off in any structured workweek, with shift work to be also rotated. Any change in the work schedule shall be with the approval of a majority of the shift operators and the Employer.

Section 4.03 – Show-up / Call-back:

Employees who report for work not having been notified on the preceding day or prior thereto not to work shall receive at least four (4) hours work or pay at the regular rate of pay. Any employees called back to work after eight (8) hours work shall receive at least two (2) hours work at one and one-half times the regular rate of pay.

Section 4.04 – Over Time:

In regard to overtime work, if a sufficient number of employees do not volunteer for overtime work, employees may be required to work the overtime in inverse order of seniority, with the least-senior employee first being required to perform such work, provided he/she is qualified to perform the job. Any employee offered overtime in order to equalize overtime pay shall be charged with overtime for purposes of equalization if he/she refuses said work. When overtime is necessary, it shall be equalized within each classification as far as practicable. Employees may elect to receive one and one-half (1 ½) times the regular rate of pay for overtime hours worked or double (2) time compensatory time off for overtime hours worked.

Section 4.05 – Pagers:

Employees that are required to be on stand-by and carry a pager for one week will be compensated eight (8) hours at the regular rate of pay. If called out during the one-week period, the employee will receive a minimum of two (2) hours pay at one and one-half (1 ½) times the regular rate of pay. Employees required to carry the pager must be qualified to do so as determined by the Department Head.

Section 4.06 – Compensatory Time:

Nothing in this section will prevent an employee from taking compensatory time off in lieu of wages earned for premium hours worked. Shift Operators designated as second operator “(2)” will be allowed to take compensatory time off during the 7 a.m. – 3 p.m. shift, Monday through Friday and those days designated at “(O)” on their work schedule. Use of compensatory time will not create overtime for other bargaining unit members. The employee must request compensatory time off in writing, with 3-day advance notice. The time off will be taken with the concurrence of the Department Head and at the department’s discretion.

On May 1 of each year, each employee will be allowed to carry over a maximum of forty (40) hours of compensatory time into the next fiscal year, noting that at not time in the year shall accrued compensatory time exceed eighty (80) hours per employee. If an employee accumulates eighty (80) hours of compensatory time and works additional overtime, the employee will be paid the appropriate rate for those hours in excess of eighty (80) hours.

If any employee, at the time of contract ratification, has accumulated more than the allowed (80) hours of compensatory time, that employee will be paid for any overtime worked until their accumulated compensatory time falls below the (80) hour limit.

ARTICLE 5 – HOLIDAYS

Section 5.01 – Designated Holidays:

The following days shall be considered holidays of eight hours each:

- | | |
|------------------|----------------------------|
| 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 | Day after Thanksgiving |
| Christmas Day | |

The following days shall be considered as half day holidays at four (4) hours each: New Year’s Eve Day and Christmas Eve Day.

Whenever a holiday falls on a Sunday, and State authorities transfer its observance to the following Monday, then the holiday will be observed on Monday. Whenever any holiday falls on Saturday, the holiday will be observed on the preceding Friday. Whenever Christmas Day or New Year’s Day falls on Saturday and is observed the preceding Friday, Christmas Eve and New Year’s Eve will be observed on the preceding Thursday. Whenever Christmas Day or New Year’s Day falls on Monday, thee preceding Friday, Christmas Eve and New Year’s Eve will be observed the preceding day.

Employees whose workweek falls outside Monday through Friday shall observe holiday on the actual day of the holiday.

Section 5.02 – Personal Holiday:

Time off for twenty-four (24) hours of personal holiday annually (upon the commencement of the fiscal year) is to be agreed to between the Department Head and the Employee. Employees with at least 30 years of service to the City shall receive an additional eight (8) hours of personal leave each fiscal year.

Section 5.03 – Eligibility:

Each employee in a pay status who does not work on a holiday shall be paid for eight (8) hours at his/her respective job classification rate, excluding overtime rates; subject, however, to the following conditions and limitations:

- a. The employee must work the last day prior to the holiday and first scheduled work day after the holiday unless he/she shall furnish his/her immediate supervisor with acceptable evidence that he/she was, due to personal illness, unable to work on such day.
- b. The employee will not be paid if the holiday occurs when he/she is scheduled to work and does not report to work.

Section 5.04 – Holidays During Vacation Leave:

If a holiday designated under Section 5.01, Designated Holidays, of this Agreement occurs during an employee’s approved vacation, the holiday shall be considered as a paid holiday and shall not be deducted from the employee’s accrued vacation leave.

Section 5.05 – Pay for Worked Holiday:

Employees who are required to work on any holiday designated in Section 5.01, Designated Holidays, shall receive holiday pay plus either double compensatory time off for the time worked or **double (2)** times the regular rate of pay for the time worked.

ARTICLE 6 – WAGES

Section 6.01 – Base Wages:

The Employer shall pay the wages in accordance with the scheduled set out below. Wages reflect an increase of 2 % the first year, an increase of 2 % the second year, an increase of 3 % the third year, and an increase of 3% the fourth year.

Payday is to be bi-weekly, except when payday falls on a holiday, in which event payday shall be on the workday immediately preceding the holiday.

<u>Classification</u>	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Head Maintenance Person	\$27.0564	\$27.5975	\$28.4255	\$29.2782
Asst. Head Maintenance Person	\$26.0934	\$26.6153	\$27.4138	\$28.2362
Chief Operation Engineer	\$27.0564	\$27.5975	\$28.4255	\$29.2782
CSO Operator	\$25.8098	\$26.3260	\$27.1157	\$27.9292
*Lift Station Operator	\$25.2974	\$25.8034	\$26.5775	\$27.3748
Day Maintenance/Operator	\$25.9701	\$26.4895	\$27.2842	\$28.1027
*Shift Operator	\$25.2974	\$25.8034	\$26.5775	\$27.3748
*Probationary Operator	\$22.2453	\$22.6902	\$23.3709	\$24.0720

*Note: There is no pay differential included in these rates.

Section 6.02 – Pay Differential:

Along with the above, the City will have a pay differential for lift, shift and probationary operators of seventy-five cents (\$.75) per hour.

Section 6.03 – Clothing Allowance:

A clothing allowance of one hundred and twenty-five (\$125.00) shall be paid to each employee per fiscal calendar quarter. 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. Employee must turn in appropriate receipts to Department Head to receive reimbursement.

Section 6.04 – Certification Pay:

A plan termed “Certification Pay” has been established whereby each operator shall be paid in addition to the above wages, the following sums per month for each class obtained:

	<u>Class Four</u>	<u>Class Three</u>	<u>Class Two</u>	<u>Class One</u>
5/1/16	\$113.50	\$73.00	\$78.00	\$83.00
5/1/18	\$113.50	\$88.00	\$98.00	\$108.00

Payment to operators passing their first certificate or elevating their standing to a higher class shall begin on the first pay period following written notification to the City of such advancement.

Certification pay will be considered a part of the employees’ regular pay rate when figuring overtime, holiday pay, pager pay, etc.

The City will pay for any fees for certification testing required by the State and the City department, the schooling to improve job skills and be job related in the wastewater field, with the approval of the Department Head. The city will pay mileage for required training on the use of a personal vehicle if training is held outside the Belleville city limits. The use of the personal vehicle versus a city vehicle is at the discretion of the Department Head.

Section 6.05 – Required Certification:

Any new employee hired who does not already possess a Class Four Certification shall be required to obtain a Class Four Wastewater Treatment Operator certification within twenty-one (21) months from date of hire. The failure of any employee to become so certified shall, upon written notice from the Employer to the Employee to such effect, obligate the Employer to discharge said employee. The classifications of Head Maintenance Person, Assistant Head Maintenance Person, Chief Operator and Day Maintenance Operator may be required to take job related mechanical, electrical, and operational training courses or technical school as determined by the Department Head. All cost associated with this training will be paid by the City provided a passing grade is attained.

Section 6.06 - Education Reimbursement:

A non-probationary operator who successfully completes any work related course shall have the cost of books, tuition or other related fees reimbursed to him/her after providing the employer with a copy of his/her grades. Tuition cost per semester hour will be reimbursed for an amount not to exceed the hourly rate at Lindenwood University at the time the course is taken. Tuition rates will be established as the rate set for the fall semester each year by the university. Work related courses are defined as any skill which will be of benefit to the employer and the operator. Examples include: welding, electrical, electronics, water/wastewater courses, biology, environmental science, ERTC Short School, or any subject agreed upon in advance between the department head, Finance Director, and employee. The provided examples are not the limit of potential courses of study that qualify as reimbursable. The employer must be notified and approve, in advance of enrolling, in any courses where reimbursement will be sought. Proof of a passing grade must be provided to be reimbursed. Receipts for items to be reimbursed must also be provided. A passing grade is defined as a “C” or above.

Section 6.07 – Longevity:

The first longevity payment shall be effective immediately upon ratification by the Union and approval by the City Counsel. Then on an annual basis each May 1, along with their base wages, employees will be recognized for their years of service to the City at the rate indicated below. Annual payment will be based on years of service completed each May 1

2 years to 5 years of service	\$200.00
5 years to 10 years of service	\$325.00
10 years to 15 years of service	\$450.00
15 years to 20 years of service	\$575.00
20 years to 25 years of service	\$700.00
25 years of service or more	\$825.00

ARTICLE 7 – VACATION

Section 7.01 – Accumulation Rate:

Full-time employees will accumulate vacation leave time in accordance with the following schedule:

From successful completion of one (1) year continuous, full-time service until completion of seven (7) years of continuous, full-time service: eighty (80) hours per year, or;

From completion of seven (7) years of continuous, full-time service: one hundred twenty (120) hours per year;

From completion of twelve (12) years of continuous, full-time service: one hundred sixty (160) hours per year;

From completion of twenty (20) years of continuous, full-time service; two hundred (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 longer than (45) days. Receiving pay for use of sick time in accordance with Section 8.04 does not constitute regular pay status.

Section 7.02 – Scheduling:

Employees shall schedule vacations on the basis of classification seniority as determined under Article 11, Seniority, of this Agreement. Said selection will be made annually during the month of April.

Selection of vacation by all employees will be made during individual rounds according to seniority. An employee will select his/her initial preference during the first round. If an employee elects to split his/her vacation into two or more increments, the first five (5) days, or the first set of consecutive days, whichever constitutes the first five (5) days, shall indicate the first round; the second set of consecutive days shall indicate this second round, a third during the third round, as so on, until all vacation is scheduled. Any vacation not selected during April will be scheduled on a first come, first serve basis; provided that if two or more employees request vacation at the same time, the more/most senior employee will be given first preference.

To be approved, vacation requests that do not require relief to be scheduled must be submitted at least three (3) days in advance of the day(s) being requested.

To be approved, vacation requests that require relief to be scheduled must be scheduled at least two

(2) weeks in advanced of the day(s) being requested.

Section 7.03 – Separation:

Upon separation of employment, accrued vacation will be included in the last paycheck to the extent of vacation accrued. Notwithstanding the foregoing, for separation of employment due to retirement, see Article 23 for payout information.

Section 7.04 – Use:

All vacation earned must be taken by employees within one year of being credited; provided the Superintendent may allow up to forty (40) hours of vacation to be carried over from one anniversary year to the next and further provided that said forty (40) hours should be used within the first quarter of the next 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.

ARTICLE 8 – SICK LEAVE

Section 8.01 – Sick Leave Accrual

Sick leave shall accrue at the rate of ten (10) hours for each full month of service after completion of the probationary period of employment.

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 longer than (45) days. Receiving pay for use of sick time in accordance with Section 8.04 does not constitute regular pay status.

The maximum amount of sick leave allowed to accrue is (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).

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 \$1.00 for each hour of unused, accumulated sick leave for the first 1,000 hours and \$3.00 for each hour over 1,000 hours, up to a maximum of 920 additional hours. Any or all of said accumulated 1,920 hours of unused accumulated sick leave may be credited, upon retirement of the employee and at the employee's option, toward the employee's pension credits for IMRF; provided any amount of sick leave contributed to IMRF will be in lieu of receiving cash 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 \$1.00 per hour for the first 1,000 hours and \$3.00 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.

Section 8.02 – Eligibility:

Sick leave is not intended for use as a one-day vacation or to be used to extend a vacation or holiday period. Sick leave may be taken by any full-time employee due to his/her own non-service connected illness or injury which renders his/her unable to perform his/her duties or proven sickness or injury of immediate family member. Sick leave may be used in one (1) hour increments, for the purpose of the employee's doctor's appointments. The employee will not be paid for his/her first (1st) full day of absence unless he/she notifies his/her immediate supervisor prior to starting time.

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

Section 8.03 – Certification:

Any employee absent from work because of illness may be required to present satisfactory evidence of such illness supported by a doctor's certificate.

Section 8.04 – Worker's Compensation

The Employer shall pay each employee who has accumulated sick leave, and chargeable to such sick leave, for the first three (3) days of work-related illness/injury, provided that the Employee will not be out for a period of fourteen (14) days or more. Additional time off due to illness and/or job related injury for which the employer will be paid Worker's Compensation, the City will pay one (1) day accrued sick leave, chargeable against sick leave, for each one (1) week of absence. All compensation from the insurance company will be paid directly to the employees.

Section 8.05 – Sick Time Buy Back:

The employer agrees to buy back at regular rate of pay, on either pay day in April each year, up to **fifty (50)** hours of an employee's sick leave time provided the employee meets the following requirements.

- (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 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

ARTICLE 9 – HEALTH AND WELFARE:

Section 9.01 – Coverage:

From May 1, 2016 through April 30, 2020, 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.

Upon the date of ratification of this agreement, the Employer will pay towards a group health and welfare benefits plan, for each of its employees, inclusive of any and all employees' dependents if applicable, desiring coverage under such a plan, an amount up to but not exceeding the coverage costs of four hundred ten dollars (\$410.00) per month, [three hundred eighty-five dollars (\$385.00) per month from May 1, 2016 to date of ratification of this agreement] 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 any employee's wages the other fifty percent (50%) of any increase(s) over and above the premium costs of \$410.00 monthly for individual and dependent coverage.

The failure of any insurance provider(s) to provide any benefit for which the Employer has contracted, through a self-insured plan or under a group policy(ies) 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.

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 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 provisions of this Agreement.

Section 9.02 – Insurance Committee:

Upon the request of either 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. Any savings generated by plan changes different than those that exist upon execution of this Agreement that result in a decrease in premium cost shall be passed equally to the Employees and the Employer.

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.

Nothing in this section is meant to negate the language in Section 9.01.

ARTICLE 10 – BEREAVEMENT LEAVE

Section 10.01 – Immediate Family:

In the event of the death of a member of an Employee's immediate family, a leave of absence not to exceed five (5) consecutive days inclusive to the day of the funeral will be granted to the Employee with pay immediately following the death. Immediate family, as used herein, shall be defined as an Employee's spouse, child, parent, brother, sister or stepchild.

Section 10.02 – Extended Family:

In the event of the death of a member of an Employee's extended family, a leave of absence not to exceed three (3) consecutive days inclusive of the day of the funeral, will be granted to the Employee with pay

immediately following the death. Extended family, as used herein, shall be defined as any employee's stepsister, stepbrother, parent-in-law, brother or sister-in-law, grandparent, grandchild, or step-relation and further provided the Employee will receive such leave only for one step-mother and one step-father, if applicable, during the entire duration of his/her employment with the Employer.

In the event of death of an Employee's spouse's grandchild or grandparent, the Employee will be granted up to one day off with pay to attend the funeral of the deceased.

Section 10.03 – Notification:

An Employee must notify his/her Department Head, or the Department Head's designee, of his/her intention to take funeral leave at the beginning of the first day of such leave. The Employer has the authority to require evidence to substantiate that such leave days were unused for the purposes set forth in this Article.

ARTICLE 11 – SENIORITY

Section 11.01 – Seniority:

Seniority rights for Employees shall prevail in all instances for the purpose of establishing and maintaining a position on the seniority list. Employment shall date from the first day of continuous service which the Employee shall have worked for the Employer; provided, however, that the Employee shall have completed a probationary period of six (6) months continuous employment with the Employer. No other Employer department shall be included in this determination.

Section 11.02 – Layoff/Recall:

Should it become necessary to reduce the work force, probationary employees shall be laid off first. Employees being laid-off will receive a 60-day notice prior to layoff. Any additional layoffs shall be made on the basis of the inverse seniority with the least senior person first laid off. A laid-off employee shall be eligible for recall for a period of 24 months from the date of layoff. The Employer shall recall laid-off employees in the reverse order of layoff. Notice of recall to a laid-off employee shall be made by telephone or, if said employee cannot be reached by phone, by certified mail to his/her last known address. If said employee fails to return to work within five (5) working days of the mailing of such request, all employment rights of such employee may be terminated. It shall be the employee's responsibility to keep the Employer notified at all times of a change in his/her telephone number and/or mailing address. Failure by the laid-off employee to do so shall relieve the Employer of any responsibility to recall such employee.

Section 11.03 – Vacancies:

When a permanent vacancy occurs within any job classification covered by this Agreement, a notice of such job vacancy shall be posted for a period of five (5) working days and the Shop Steward shall be notified where the vacancy exists. Any employee at the Wastewater Treatment Plant where such job vacancy exists desiring to submit a bid for such job may do so in writing within such five (5) day period. The senior employee, based on seniority and qualification, who bids for such job as per job description filed with City Hall shall be assigned to such job when it becomes vacant. When the classification of Head Maintenance Person, Assistant Head Maintenance Person, Chief Operator, and Day Maintenance Operator are vacated, a test based primarily on Belleville Treatment Plant specific technical and operational questions will be required prior to bid awards. The test will be administered by the Human Resources Director. The most senior bidder with a score of 70% or better will be awarded the job. Employee's holding these positions, at the 2012 ratification date of this contract, will be considered "grandfathered", and not be required to take a test to keep their current positions. Thereafter, for a period of thirty (30) days, such employee shall be considered in a trial position and during said thirty (30) days shall receive the appropriate rate for said job classification. If during said thirty (30) day period, said

employee shall be deemed not competent to handle the new classification or wants to return to his/her former classification, the Director shall return him/her to his/her former classification and pay rate and the position shall again be posted as vacant.

If a vacancy on any shift or classification is not filled in accordance with the bidding procedure, then said vacancy may be filled by the Employer with the least senior employee. All vacancies which are planned to be filled shall be filled in thirty (30) days or as reasonably possible.

ARTICLE 12 – DISCIPLINE

Section 12.01 – Progressive Discipline:

When an employee has been disciplined, the first step of the procedure will be a warning reduced to writing and put in the Employee's file. A discussion between the Employee's supervisor and the Employee regarding the written warning will be witnessed by a Union Steward.

If a second infraction of any kind takes place within the next twelve (12) months, the Employee will be suspended without pay for three (3) days. A meeting will take place the day of the discipline problem or the very next day and will be attended by the Employee, his/her supervisor and the Union Steward.

If, within twelve (12) months of the written warning, there is another discipline problem, the Employee will be discharged. The supervisor will discuss the incident with the Director of Human Resources before the discharge takes place. There shall be a Union Steward in attendance at the time of the discharge.

Section 12.02 – Prohibitions:

Subject to the grievance procedure, no warning is necessary for discharging an employee in cases of gross misconduct including theft, misuse or destruction of City of Belleville property and/or equipment. No warning is necessary for discharging an employee in cases of drinking alcohol or using illegal drugs on the job, or possession of alcohol or illegal drugs, 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 13 – GRIEVANCE PROCEDURE

Section 13.01 – Definition:

A grievance is defined as a difference between an employee and the Employer pertaining to any provision of this Agreement. "Day" as used in this Article shall be defined as a day of which the Employer's City Hall is open for regular business to the public, Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding holidays as defined in Section 5.01, Designated Holidays, of this Agreement.

Section 13.02 – Grievance Steps

A grievance shall be settled in the following manner:

Step 1 – Immediate Supervisor/Department Head:

The affected employee shall discuss the grievance with the immediate supervisor within five (5) days of the event giving rise to the grievance. If the discussion is the initiation of a grievance, the employee and the supervisor shall sign and date a grievance form indicating the nature of the dispute and the employee's desired settlement before ending the discussion. Absent said signed, dated form, said discussion shall not be considered as initiating a grievance procedure. The supervisor will respond to the employee within five (5) days.

If the grievance is not resolved in the aforesaid discussion, the steward will present a written grievance to the Department Head within five (5) days of the supervisor's response. The Department Head shall give his written response to the Steward within five (5) days after receipt of the written grievance.

Step 2 – Director of Human Resources:

If the grievance is not resolved at Step 1, the Union Business Representative may, within five (5) days of the Step 1 answer, submit a written grievance to the Director of Human Resources. The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it based and the express provision(s) of the Agreement allegedly violated, state the contention of the employee with response to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected and the Union.

The Director of Human Resources shall schedule a closed hearing on the grievance within five (5) days. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Director of Human Resources shall render an oral response or mail its written response to the Union within five (5) days following the hearing.

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) 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. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator.

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) days after the mediation is completed, or, if mediation was not pursued, within five (5) 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.

Upon receipt of said list, each party shall alternately strike a name until one name remains. 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 if the arbitrator so requests.

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 and the court reporter, if any. The hearing shall be closed to the public and press, and be held in Belleville, Illinois.

Section 13.03 – Decision 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 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 not have the 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.

The arbitrator shall issue a written decision 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 date certain. 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 13.04 – Time Limits:

Time limits set forth in the Article may be extended by mutual agreement of the Union and the Employer. Failure on the part of the grievant to meet any time limit shall be interpreted as terminating the grievance. Failure on the part of the Employer to meet any time limit shall allow the grievant to use the next step of the procedure. The parties may agree to waive any step of this procedure by mutual agreement.

Section 13.05 – Employee Time Off:

The Employer agrees to allow limited and reasonable time off for processing a grievance in Steps 1, 2, or 3, provided such time off does not interfere with the operations of the Employer. The processing of grievances, attendance at hearings or other time off shall not result in overtime compensation to any employee. An employee must obtain prior approval from his/her supervisor for any grievance related time off.

Section 13.06 – Expedited Procedure:

Grievances regarding discharge 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 14 – MANAGEMENT RIGHTS

Section 14.01 – 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; 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. If employees are displaced due to the Employers contracting bargaining unit work, the Employer will contact the Union for the purpose of negotiating the impact of such contract 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 adapted thereto.

Section 14.02 – Other Employment:

An employee shall be required to show proof of liability insurance for any and all employment elsewhere. 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(ies) or his/her employment by the Employer shall be terminated.

Section 14.03 – Civil Emergency Conditions:

If at the sole discretion of the Employer, it is determined that extreme civil 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.

ARTICLE 15 – LABOR / MANAGEMENT MEETINGS

Labor and management mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between labor representatives and management representatives of the employer. Such meetings, called Labor/Management Meetings, may be requested at least ten (10) days in advance by either party by placing in writing a request to the other party for a Labor/Management Meeting. The parties may mutually agree to waive the ten (10) day requirement.

ARTICLE 16 – SAFETY

Section 16.01 – Safety:

The safety and health standards and rules contained herein are minimum standards are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the exclusive responsibility of the Employer to insure compliance with safety and health standards, rules and laws. Employees shall act responsibly to protect their safety and that of their fellow workers in complying with safety and health standards, rules and laws.

The Steward and the Department Head will schedule a safety meeting quarterly, if requested by either party, to discuss matters of mutual concern relating to safety issues. The Employer may limit the number of employees attending any such meeting and the duration of time spent in any such meetings.

Section 16.02 – Safety Glasses:

The City agrees to provide standard safety glasses as necessary and agrees to provide up to **two hundred twenty-five dollars (\$225.00)** toward reimbursement for prescription safety glasses when needed, up to a maximum one (1) pair per employee per year.

ARTICLE 17 – SEPARABILITY AND SAVINGS

Section 17.01 – Savings Provision

Nothing in this Agreement 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 17.02 – 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 provisions.

ARTICLE 18 – JURY DUTY

A regular, full-time employee will endorse over his/her check from jury duty to the City of Belleville and will then receive a check from the City of forty (40) hours at his/her regular rate of pay.

ARTICLE 19 – MILITARY LEAVE

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

ARTICLE 20 – SUB-CONTRACTING

No work shall be subcontracted to outside sources if the Employer has the equipment, ability, and personnel to perform such work and does not violate any standing agreements or legal obligations. Any work contracted, that has routinely been performed by members of this bargaining unit, covered by this Agreement, shall pay the prevailing wage or no less than an amount equal to those defined in Article 6 and 9 of this Collective Bargaining Agreement.

ARTICLE 21 – PENSION

From May 1, 2016 through April 30, 2020, the Employer agrees to continue its participation on behalf of the members of the Bargaining Unit in the Illinois Municipal Retirement Fund to include any mandated changes required by the IMRF or Illinois State Law.

ARTICLE 22 – 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.

Beginning in the third year of the contract (May 1, 2018), bargaining unit members covered under this agreement with five (5) years or more of service with the City of Belleville shall be permitted to reside anywhere with an address zip code of 62220, 62221, 62222, 62223, or 62226, or any future zip code considered a Belleville mailing address.

