

AGREEMENT

CITY OF BELLEVILLE, ILLINOIS

AND

**INTERNATIONAL UNION OF BUILDING SERVICE EMPLOYEES
LOCAL UNION NO. 116**

MAY 1, 2015 - APRIL 30, 2019

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AGREEMENT

City of Belleville, Illinois

And

Service Employees Union
Local Union No. 116

PREAMBLE

This Agreement made and entered into this 1st day of May, 2015 by and between the City of Belleville, Illinois, hereinafter referred to as the "Employer", and by Local No. 116, International Union of Building Service Employees', hereinafter referred to as the "Union".

Witnesseth:

In consideration of the premises and of the respective premises of the parties hereto, it is mutually agreed by the parties hereto as follows:

"Employee" as used in Agreement shall be defined as an employee covered by this Agreement.

SECTION 1 – VACATIONS

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

Upon successful completion of the probationary period and upon completion of one (1) year of continuous, full-time service: eighty (80) hours per year;

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

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

Upon completion of twenty (20) years of continuous, full-time service: two hundred (200) hours per year;

Upon completion of twenty-five (25) years of continuous, full-time service: credit with one (1) additional personal day.

Upon completion of thirty (30) years of continuous, full-time service: credit with one (1) additional personal day.

Each year of service shall be computed from the employee's last date of hire.

All vacation earned must be taken by the employee 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 the Department Head. 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. Vacation leave is considered compensation for work provided to the Employer. Vacation time will not accrue during periods of extended absence in which the regular rate of pay is not being earned. Extended absence is defined as more than forty-five (45) calendar days.

SECTION 2 – ABSENCE DUE TO ILLNESS/DISABILITY

2.01 – ELIGIBILITY Sick leave is not intended for a one-day vacation or to be used to extend a vacation or holiday period. Sick leave may be taken by any full-time employee due to his/her own non-service connected illness or injury, which renders him/her unable to perform his/her duties or for proven illness or injury of employee's child, step-child and grandchildren.

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 regular starting time.

Any absence of three (3) business days or longer may require, upon request by the Employer, a written statement from a physician or release and/or verification substantiating that the employee was ill or injured and is fit to return to work. The Department Head may request a physician's statement or verification of absence for shorter periods of time. The Department Head may also require the employee to be examined by a physician of the Employer's choice, at the Employer's expense.

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 forty-five (45) calendar days.

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

2.03 - Minimum Increments Sick leave shall not be taken nor charged in increments of less than one (1) hour.

2.04 – 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 lost time from the job due to work-related injury for which the employee will be paid Worker's Compensation Insurance pursuant to Illinois Law. All compensation from the insurance company for work-related injury will be paid directly to the employee.

2.05 – Payment for 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 \$2.00 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, up to a maximum of 920 additional hours. The \$2.00 per hour or \$3.75 per hour shall apply to "Survivor Benefit Before Retirement". Any or all of said accumulated 1,920 hours of unused accumulated sick leave may be credited, upon retirement of the employee and at the employee's option, toward the employee's pension credits for IMRF; provided any amount of sick leave contributed to IMRF will be in lieu of receiving cash payment as provided herein. In any case, the total amount of unused sick leave allowed to be contributed toward an employee's IMRF pension benefits will be consistent with the maximum allowed under the policies, terms and conditions of said Fund.
- b. Effective upon ratification, any employee who retires may select, as an alternative to the above, to apply the value of his/her unused, accumulated sick leave to purchase continued group medical insurance at the group rate. The value of sick hours shall be \$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.

- c. The Employer agrees to buy back at a regular rate of pay, on either payday in April each year, forty (40) hours of employee's accrued sick leave during the first or second payday period if the employee has used less than nine (9) days of sick time in the previous calendar year.

SECTION 3 – HOURS OF WORK

The work day shall be eight (8) hours. The work week shall be forty (40) hours, Monday through Friday. All work over forty (40) hours shall be paid at the rate of one and one-half (1 1/2) times the base rate of pay. There shall be a minimum of two (2) hours of pay for all call-in time.

Employees may elect to receive overtime compensation in the form of payroll compensation or compensatory time off. Compensatory time off will be calculated at the same rate as overtime pay. Compensatory time off may be taken with approval of the Department Head. Use of Compensatory time will not create overtime/comp time for other bargaining unit members.

Each employee will be allowed to carry over a maximum of eighty (80) hours of compensatory time into the next fiscal year, noting that at no time in the fiscal year shall accrued compensatory time exceed one hundred sixty (160) hours per employee. If an employee accumulates one hundred sixty (160) hours of compensatory time and works additional overtime, the employee will be paid the appropriate rate for those hours in excess of one hundred sixty (160) hours. If an employee originally elected compensatory time off, and is unable to use all of the time off during the current fiscal year, at two times during the fiscal year (October and April), the employee can elect to be paid out for any hours over the eighty (80) maximum carryover limit.

SECTION 4 – FUNERAL LEAVE

4.01 – Bargaining Unit Employees When a funeral is held for a non-probationary employee who, upon his/her death, was working for the Employer, existing non-probationary employees in the same department for which the deceased was employed will receive time off with pay to attend the funeral as follows: If the funeral is held in the morning, there will be no work that day in the department affected. If the funeral is held in the afternoon, employees will be required to work the first half of the day until 11:00 a.m.

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

When there is a funeral for a member of the employee's extended family, the employee shall be allowed three (3) consecutive days off with pay, not including Saturday and Sunday, provided one day is used to attend the funeral. Extended family is defined as an employee's father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, stepmother, stepfather, stepsisters, stepbrothers, half-sister, and half-brother. No employee shall be allowed funeral leave for more than one stepmother and one stepfather for the duration (s) of his/her employment.

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

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

SECTION 5 – SALARIES

All employees under this union contract agree to an increase of 2% retroactive to 5/1/15, 2% retroactive to 5/1/16, 2% at 5/1/17, and 3% at 5/1/18. These increases will be added to the base wages before adding the 1.5% longevity increases.

Job Title: Maintenance Worker

	<u>0 < 2 yrs</u>	<u>2 < 5 yrs</u>	<u>5 < 10 yrs</u>	<u>10 < 15 yrs</u>	<u>15 < 20 yrs</u>	<u>20 < 25 yrs</u>	<u>25+ yrs</u>
5/1/15	\$23.7292	\$24.0852	\$24.4464	\$24.8131	\$25.1853	\$25.5631	\$25.9465
5/1/16	\$24.2038	\$24.5669	\$24.9354	\$25.3094	\$25.6890	\$26.0744	\$26.4655
5/1/17	\$24.6878	\$25.0582	\$25.4340	\$25.8156	\$26.2028	\$26.5958	\$26.9948
5/1/18	\$25.4285	\$25.8099	\$26.1971	\$26.5901	\$26.9889	\$27.3938	\$27.8046

Job Title: Maintenance Custodian

	<u>0 < 2 yrs</u>	<u>2 < 5 yrs</u>	<u>5 < 10 yrs</u>	<u>10 < 15 yrs</u>	<u>15 < 20 yrs</u>	<u>20 < 25 yrs</u>	<u>25+ yrs</u>
5/1/15	\$23.0407	\$23.3862	\$23.7370	\$24.0931	\$24.4545	\$24.8213	\$25.1936
5/1/16	\$23.5015	\$23.8540	\$24.2118	\$24.5750	\$24.9436	\$25.3177	\$25.6975
5/1/17	\$23.9715	\$24.3311	\$24.6960	\$25.0665	\$25.4425	\$25.8241	\$26.2114
5/1/18	\$24.6907	\$25.0610	\$25.4369	\$25.8185	\$26.2057	\$26.5988	\$26.9978

Job Title: Custodian

	<u>0 < 2 yrs</u>	<u>2 < 5 yrs</u>	<u>5 < 10 yrs</u>	<u>10 < 15 yrs</u>	<u>15 < 20 yrs</u>	<u>20 < 25 yrs</u>	<u>25+ yrs</u>
5/1/15	\$22.3653	\$22.7008	\$23.0413	\$23.3869	\$23.7376	\$24.0937	\$24.4551
5/1/16	\$22.8126	\$23.1548	\$23.5021	\$23.8546	\$24.2124	\$24.5756	\$24.9442
5/1/17	\$23.2689	\$23.6179	\$23.9721	\$24.3317	\$24.6966	\$25.0671	\$25.4431
5/1/18	\$23.9670	\$24.3265	\$24.6913	\$25.0616	\$25.4375	\$25.8191	\$26.2064

Should the Maintenance Supervisor be absent for more than two (2) consecutive days, the Employer (or Maintenance Supervisor) will select a substitute from the bargaining unit to act as Supervisor until such time that the Maintenance Supervisor returns to work, and the selected employee will receive an additional \$2.00 per hour during the absence. The \$2.00 per hour fill in pay shall be paid from Day 1 of the Maintenance Supervisor's absence for planned absences, but will not be in effect until Day 3 for any unplanned absences.

Shift Differential – There shall be a shift differential of \$0.50 per hour for an employee who is assigned to a regularly scheduled 2nd or 3rd shift. No premiums shall be paid for emergency overtime work.

Pager Pay – Employees that are required to carry a pager for one week (Wednesday to Wednesday) will be compensated eight (8) hours base pay or one (1) day compensatory time off per week provided this does not generate additional overtime for other bargaining unit members. If called out during the one week period, the employee will be paid at time and one-half rate of pay. Only one maintenance department worker per week will be required to carry a pager.

Worked Sunday – All worked performed on Sundays shall be paid at the rate of double time.

SECTION 6 – HEALTH AND WELFARE

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.

Beginning upon the date of ratification of this contract, 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 of \$410.00, the Employer shall be required to pay only up to the following amounts over and above the premium levels:

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

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

The 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/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.

Employees who retire from or become disabled due to employment by the Employer and who are vested with the Illinois Municipal Retirement Fund (IMRF) 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.

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 7 – CLOTHING ALLOWANCE

Each employee shall receive an annual clothing allowance of \$300.00. Said clothing allowance will be paid in one payment of \$300.00 during the first pay period of each May for the duration of the term of this Agreement.

SECTION 8 – GRIEVANCE PROCEDURE

In case a dispute arises among the Employer and any employee under the terms of this Agreement, the representative of the Union and the Employer shall first attempt to adjust the matter.

If the parties fail to come to an agreement during the first step of the grievance procedure, within seventy-two (72) hours, the grievance will be advanced to the second step. The meeting shall take place at the mutual convenience of the Director of Human resources and the Union. This meeting will not be any later than two (2) weeks from the date the Union forwards it to the Human Resource Department. At any time, either party has the right to extend the time limits as designated in this step. Should the parties fail to reach an agreement within seventy-two (72) hours of the second step meeting, the matter shall then be referred to Mediation. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) with a copy of the written grievance attached thereto, requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties.

Should the parties fail to reach agreement as a result of mediation, the matter shall be referred to a Committee of Arbitration. Said committee shall consist of one representative of the Employer and one representative of the Union and one disinterested party agreed upon by the Employer and the Union. The compensation and expenses of the disinterested party shall be shared equally by the Employer and the Union.

The decision of the Arbitration Committee shall be final and binding on both parties and may include an

order for reinstatement. The decision of the Arbitration Committee may also include an order to pay an employee for back time lost, provided notice of the dispute or grievance has been given to the Employer in writing within seventy-two (72) hours of the beginning of the matter which give rise to dispute or grievance and provided further that arbitration thereof is concluded within thirty (30) days after the given of such notice. No strikes or lockouts shall be indulged in by either party until the procedure herein provided for the settlement and adjustment of disputes and grievances had been exhausted.

SECTION 9 – DISCIPLINARY PROCEDURE

9.01 – 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 be certified mail and to each steward of the department involved. At the employee's option, all oral notices will be given with the shop steward present.

9.02 – 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.

9.03 – Removal of Records Verbal warnings, written warnings, and suspensions shall be removed from an employee's record 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 record.

Section 9.04 – 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, 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's Substance Abuse Policy.

SECTION 10 – DURATION OF CONTRACT

This Agreement and the terms and provisions herein shall be effective on the 1st day of May, 2015, and shall continue to be in force and effect until the 30th day of April, 2019 or until a new agreement is signed.

SECTION 11 – HOLIDAYS

Employees shall receive ninety-six (96) hours of holiday annually. The following shall be designated as holidays of eight (8) hours each for employee, 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
Day after Thanksgiving	Christmas Eve – (4) hours	Christmas Day
New Year's Eve – (4) hours		

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

If Christmas or New Year's Day falls on a 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 Day falls on a 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 Day falls on a Monday, the Preceding Friday shall be considered the Christmas Eve or New Year's Eve holiday.

In order to receive holiday pay, it shall be necessary that each employee work the day before and the day after the holiday, Saturdays, Sundays and holidays excepted, unless excused by the Department Head or Mayor.

Each employee in the Maintenance Department shall be allowed one (1) extra day off or overtime pay at the rate of double time his/her base rate for a designated holiday, as stated herein, if the employee is called in to work. Holidays shall be off time and also off time on all days the City Hall is closed.

11.01 – Personal Days Beginning May 1st of each year, an employee will be credited with twenty-four (24) hours of personal leave, subject to successful completion of the employee's 60-day qualification period. For an employee hired after May 1st or whose qualification period is not fulfilled until after May 1st 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 15th who successfully completes his/her probationary period by June 15th would at that time be credited with thirteen (20) 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 X 24 hours = 20 hours

Personal leave shall be scheduled at the employee's discretion, in increments of not less than four (4) hours, subject to supervisory approval. Permission shall not be unreasonably denied. All personal leave must be taken during the fiscal year and shall not accrue from year to year. Personal leave not taken during that fiscal year will be forfeited. Cash award may not be given in lieu of personal leave taken.

SECTION 12 – SENIORITY

It shall be the right of the employee with greatest seniority to have choice of shift he/she wishes to work.

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

SECTION 13 – SKILL REIMBURSEMENT

With Management's prior approval of training program, course, expenses and appropriate relevancy to job, the City will reimburse further education costs to employee.

SECTION 14 – RECOGNITION

The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and conditions of employment for the full-time positions of Maintenance Supervisor, Maintenance Worker, Maintenance Custodian and Custodian employed by the

Employer.

Employees who are not members of the Union commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal law.

Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employee and remitted to the Union within thirty (30) days following said deduction, provided, however that:

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

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

The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, 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 Section.

SECTION 15 – 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 service offered to the public; plan, direct, control, assign and determine the operations or services to be conducted by the Employees; determine the methods, means and number of personnel needed to carry out the mission of the Employer; direct the entire working force of the Employer, including the establishment of work standards and reasonable work rules; select, hire, schedule, assign and evaluate work, and to transfer employees within a department, its various sections, and any of its operation; evaluate, test, promote or demote employees; suspend, discipline or discharge employees; layoff or relieve employees; make, publish and enforce rules and regulations; introduce new or improved methods, equipment or facilities; contract out for goods and services.

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.

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/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 employees availability for call-outs, nor shall it constitute, nor appear to constitute a conflict of interest with employment for the Employer. Should an employee's employment by an entity other than the Employer violate the terms of this Section, either the employee will immediately terminate employment with the other entity/entities or his/her employment by the Employer shall be terminated.

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 16 – DISCRIMINATION

The parties agree that they will not discriminate against any employee or job applicant because of race, color, creed, national origin, ancestry, age, sex, handicap or any other situation which may be covered by Federal or State 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 17 – 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.

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

SECTION 18 - 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.

In witness whereof:

EMPLOYER:

UNION:

Mark W. Eckert 6-9-16
Mayor Date

Randy Smith 6/9/16
President Date

Dale D. Cook 6/9/16
City Clerk Date

Candace Stadelman 6-9-16
Secretary Date