

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
SEPTEMBER 6, 2016
7:00 P.M.**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Roll Call
- E. Public Participation
- F. Consent Agenda:

**City Council Minutes – August 16, 2016
Finance Director Report**

- G. Committee Reports
- H. Communication from Mayor
- I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 46-'16, an Ordinance repealing Ordinance No. 1409-2008, passed July 1, 2008 and approved July 2, 2008; and an Ordinance creating the licensing and operation of Multiple Family and Single Family Rental Residential dwellings. (Administration Committee)

K. NEW BUSINESS

Proposed Ordinance No. 47-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 25, Nuisances by adding Article VI, Nuisance Parties and Social Gatherings. (Administration Committee)

Proposed Ordinance No. 48-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 36, Taxation, Article I – Sales Tax – Home Rule, Section 36-1-1 Power, deleting Section 36-1-2 Restriction and by renumbering remaining Sections. (Community Committee)

Proposed Ordinance No. 49-'16, an Ordinance approving a Development Plan for a Self-Storage Facility on Longacre Property Identification Number 03-28.0-409-021. (Community Committee)

Proposed Resolution No. 76-'16, a Resolution in support of preserving the Mississippian Mounds Culture by elevating the National Status of Cahokia Mounds and Associated Mounds Complex. (Community Committee)

K. NEW BUSINESS - continued

Proposed Resolution No. 77-'16, a Resolution authorizing the Mayor to enter into an agreement for professional services with EWR Architects for Architectural and Engineering Design Services for Pavilion #5 replacement at Everett Moody Park. (Community Committee)

Proposed Resolution No. 78-'16, a Resolution authorizing the Mayor to enter into an agreement with Hank's Excavating & Landscaping, Inc. for demolition and cleanup of the property located at 9755 Greenridge Heights. (Community Committee)

Proposed Resolution No. 79-'16, a Resolution authorizing the Mayor to enter into an agreement with the International Union of Operating Engineers, Local #148, AFL-CIO covering rates of pay, wages, hours of employment and other conditions of employment for members of said union employed by City Clerk, Library and Land Use and Development Departments; Public Works and Streets and Parks and Recreation Departments of the City of Fairview Heights, IL effective May 1, 2016 through April 30, 2020. (Operations Committee)

Move to go into Executive Session pursuant to 5 ILCS 120/2 (c) (5) – Purchase of Property.

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
AUGUST 16, 2016**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark T. Kupsky in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Invocation by City Clerk Karen J. Kaufhold and the Pledge of Allegiance by Mayor Kupsky.

ROLL CALL

Roll call of Aldermen present: Pat Peck, Roger Lowry, Justin Gough, Denise Williams, Bill Poletti, Frank Menn, Dennis Baricevic, Pat Baeske, Brenda Wagner and Harry Zimmerman. Mayor Mark T. Kupsky, City Clerk Karen J. Kaufhold and City Attorney Kevin Hoerner were also present.

PUBLIC PARTICIPATION

Matt Stines – thanked City Council for the City’s support of the 2016 Midwest Wingfest event.

CONSENT AGENDA

Alderman Baeske moved to approve the August 2, 2016 regular and Executive Session City Council minutes and the bills and invoices presented for payment in the amount of \$1,597,923.07. Seconded by Alderman Lowry.

Roll call on the Consent Agenda showed Aldermen Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner and Zimmerman voting “Yea.” Motion passed on 10 yeas and no nays.

COMMITTEE REPORTS

Mayor Kupsky announced the Community Committee will meet August 17, 7:00 P.M.

COMMUNICATION FROM MAYOR

Mayor Kupsky stated the Homecoming was a nice event despite rain and thanked everyone who participated in the parade; the Midwest Salute to the Arts will be held on August 26th, 27th, 28th at Moody Park; the Wingfest will be held on September 2nd and 3rd; Mayor Kupsky also announced the Fishing Rodeo will be held on September 3rd at Moody Park; Mayor presented Judy Schmitt with a Humanitarian Award for her organ donation to Fairview Heights resident David Jacknewitz.

COMMUNICATION FROM ELECTED OFFICIALS

City Clerk Kaufhold stated that Midwest Salute to the Arts will open Friday night at 5:00 P.M. and urged everyone to attend.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Proposed Ordinance No. 46-'16, an Ordinance repealing Ordinance No. 1409-2008, passed July 1, 2008 and approved July 2, 2008; and an Ordinance creating the licensing and operation of Multiple Family and Single Family Rental Residential dwellings. Motion made by Alderman Peck. Seconded by Alderman Wagner. Proposed Ordinance No. 46-'16 was read for the first time.

Proposed Ordinance No. 47-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 25, Nuisances by adding Article VI, Nuisance Parties and Social Gatherings. No motion or second was made for Proposed Ordinance No. 47-'16. Alderman Zimmerman moved to return Proposed Ordinance No. 47-'16 to the Administration Committee. Seconded by Alderman Lowry. Motion carried. Proposed Ordinance No. 47-'16 will be brought back for the first reading.

Proposed Resolution No. 72-'16, a Resolution amending Resolution No. 4006-2016, passed April 19, 2016, and approved April 21, 2016; a Resolution authorizing Departmental Force Levels (Police Department). Motion made by Alderman Poletti. Seconded by Alderman Lowry.

Alderman Baricevic moved that the Patrol Officer Line in the Force Level Resolution return to 34 with the first attrition. Seconded by Alderman Lowry. Motion carried.

Roll call on Proposed Resolution No. 72-'16 as amended showed Aldermen Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner and Zimmerman voting "Yea." Proposed Resolution No. 72-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 72-'16 now becomes **RESOLUTION NO. 4048-2016**.

Proposed Resolution No. 73-'16, a Resolution authorizing the Mayor to enter into a contract on behalf of the City with James G. Staat Tuckpointing & Waterproofing Inc. for tuckpointing of the North Wing and Northwest portion of the Municipal building. Motion made by Alderman Baricevic. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 73-'16 showed Aldermen Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner and Zimmerman voting "Yea." Proposed Resolution No. 73-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 73-'16 now becomes **RESOLUTION NO. 4049-2016**.

Proposed Resolution No. 74-'16, a Resolution authorizing the Mayor to enter into a letter of engagement on behalf of the City with Commercial Energy Consultants to provide an Electric Energy Expense Analysis and contract negotiations assistance with an electric supplier for the City's facilities, street lights, and traffic signals. Motion made by Alderman Baricevic. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 74-'16 showed Aldermen Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner and Zimmerman voting "Yea." Proposed Resolution No. 74-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 74-'16 now becomes **RESOLUTION NO. 4050-2016**.

NEW BUSINESS - continued

Proposed Resolution No. 75-'16, a Resolution authorizing the Mayor to enter into an agreement with SCI Engineering to perform a Mine Exploration Study on 72 acres in the State Route 159 North Tax Increment Finance District. Motion made by Alderman Wagner. Seconded by Alderman Baeske.

Alderman Lowry moved to add at the end of the 3rd paragraph "All such funds to be reimbursed by Route 159 North TIF District." Seconded by Alderman Gough. Motion carried.

Roll call on Proposed Resolution No. 75-'16 showed Aldermen Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner and Zimmerman voting "Yea." Proposed Resolution No. 75-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 75-'16 now becomes **RESOLUTION NO. 4051-2016**.

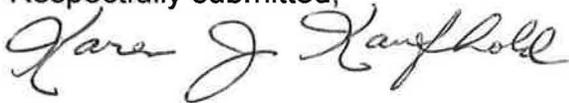
Alderman Baricevic moved to reappoint Libby Rich to the Beautification Commission, term to expire July 21, 2017. Seconded by Alderman Poletti. Motion carried.

Alderman Baricevic moved to reappoint Linda Hoppe to the Planning Commission, term to expire August 21, 2019. Seconded by Alderman Poletti. Motion carried.

Alderman Gough moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:25 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: September 1, 2016, 2016
Re: Finance Report – September 5, 2016 City Council Meeting

Sales Tax

Attached are the Sales Tax numbers reported from August. The month of August still shows an increase from the previous year.

Video Gaming Tax

The State of Illinois has caught up on all Video Gaming Tax that was owed to the City as well.

**CITY OF FAIRVIEW HEIGHTS, IL
SALES TAX REPORT
State 1% Municipal Tax Portion**

DISTRIBUTION MONTH	MAY 2013 - APRIL 2014	MAY 2014 - APRIL 2015	MAY 2015 - APRIL 2016	MAY 2016 - APRIL 2017	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 601,011.50	\$ 584,713.94	\$ 586,147.75	\$ 632,285.33	7.9%	\$ 46,137.58
JUN	655,667.46	647,401.33	708,268.15	696,077.63	-1.7%	\$ (12,190.52)
JUL	574,119.26	578,345.95	563,612.88	576,220.16	2.2%	\$ 12,607.28
AUG	586,795.92	593,876.18	607,839.70	608,444.47	0.1%	\$ 604.77
SEP	610,055.28	579,381.42	653,462.36	-		
OCT	554,178.50	550,782.54	573,059.41	-		
NOV	574,589.49	579,500.49	642,921.78	-		
DEC	468,313.25	588,998.17	626,164.49	-		
JAN	589,088.14	580,475.99	627,103.06	-		
FEB	687,960.48	680,833.91	695,015.32	-		
MAR	969,659.49	1,028,593.77	1,041,010.81	-		
APR	458,225.94	528,428.24	519,339.92	-		
YTD TOTAL	\$ 7,329,664.71	\$ 7,521,331.93	\$ 7,843,945.63	\$ 2,513,027.59		\$ 47,159.11
YTD CHANGE	-6.7%	2.6%	4.3%			
MONTHLY AVG	\$ 610,805.39	\$ 626,777.66	\$ 653,662.14	\$ 209,418.97		

8/19/2016

PROPOSED ORDINANCE NO. 46-'16

AN ORDINANCE REPEALING ORDINANCE NO. 1409-2008, PASSED JULY 1, 2008 AND APPROVED JULY 2, 2008; AND AN ORDINANCE CREATING THE LICENSING AND OPERATION OF MULTIPLE FAMILY AND SINGLE FAMILY RENTAL RESIDENTIAL DWELLINGS.

WHEREAS, the City of Fairview Heights finds that residential rental dwellings can impose special challenges to the community, resulting in an increase in incidents of public safety violations and criminal activity in these rental units.

WHEREAS, the Crime Free Rental Housing Program is a crime prevention program designed to develop a partnership between the City, the Police department and rental property owners, to reduce the instances of crime, illegal drug activity and nuisances in residential rental properties; and

WHEREAS, the City of Fairview Heights desires to implement the benefits of the Crime Free Rental Housing Program to all residential rental properties within the City and finds it advantageous for participation and compliance to implement a Residential Rental Licensing Program applicable to owners who operate and maintain residential rental properties within the City; and

WHEREAS, the City of Fairview Heights has concluded that the adoption of "Residential Rental Licensing" to the City Code of Ordinances would be in the best interests of the health, safety and welfare of the citizens of Fairview Heights.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

SECTION 1. GENERAL.

- A. Except as expressly amended herein, all other provisions of the City of Fairview Heights Code of Ordinances shall remain in full force and effect.
- B. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof or any portion adopted by reference therein is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof or any portion adopted by reference therein.

SECTION 2. DEFINITIONS.

A. Residential Rental Dwelling/Residential Rental Unit - Shall include any non-owner occupied dwelling(s) being made available to a person or persons, in exchange for compensation *or involving a mutual agreement* of any kind. The Residential Rental Dwelling/Unit shall include the entire property on which the rental dwelling is affixed including all other buildings and structures located on the property. For the purpose of this ordinance, residential rental dwellings/units shall also include dwellings occupied by person(s) other than the legal owner(s), when a Contract for Deed/Bond for Deed or other similar agreement is in effect with the owner, whether recorded or non-recorded.

B. Owner - Any person, partnership, trust, corporation, business entity, condominium, townhouse, or homeowner's association holding legal title *and named on the legal deed* to the dwelling unit and/or the property on which the dwelling is affixed.

C. Non-Resident Owner - The owner(s) of any rental unit whose main residence is located outside the St. Louis Metropolitan Statistical Area.

D. Local Agent – Shall include a bona-fide property management agency; a person or persons who resides within the St. Louis Metropolitan Statistical Area and is authorized by the (non-resident) property owner(s):

1. To act upon and make decisions in the interest of the property in the owner's absence.
2. Who upon request, can, within a reasonable time, be contacted for notification or response to the property to assist in addressing any immediate problems or emergency situation?
3. To be contacted by the CFRH coordinator for reports of any criminal and/or calls for police service at the property.

4. Who has the authority by the owner for the receipt of service; notice of violation and for service of process pursuant to the provisions of this ordinance.

E. City – The City of Fairview Heights, Illinois, including its employees, officers, agents, and authorized representatives.

F. License – A Residential Rental License issued by the City of Fairview Heights.

SECTION 3. RESIDENTIAL RENTAL LICENSE REQUIRED.

A. No person, corporate or business entity, trust, condominium, townhouse or homeowners' association shall operate a rental dwelling or dwelling unit unless a Residential Rental License has been issued by the City for the rental unit.

B. Exceptions – Authorized agencies operating dwelling units for the following purposes shall not be required to obtain a Residential Rental License:

1. Dwelling units determined by the City to be primarily involved in housing the elderly which have a reasonable level of medical or nursing care.

2. Group homes governed by the Specialized Living Centers Act 405 ILCS 35/1 et seq., as amended, dealing with developmentally disabled or other similar uses governed by state or federal laws, rules or regulations, provided such similar uses are required to be exempt by law. This exemption shall be limited to the operating agency when the agency is the owner of the dwelling property. An independent or private owner offering a dwelling for rent for these purposes shall be required to obtain a Residential Rental License issued by the City.

3. Properties that are operated primarily as a hotel/motel.

SECTION 4. RESIDENTIAL RENTAL LICENSE FEE SCHEDULE

A. Single-family (single family residences for rent) \$ 50.00 / per unit
Multi-family rental dwellings (individual units for rent) \$ 50.00 / per unit

B. If the fees identified in Section 4(A) are not paid within thirty days of the renewal date of the Residential Rental License, those fees shall double to:
Single family (single family residences for rent) \$100.00 / per unit
Multi-family rental dwellings (individual units for rent) \$100.00 / per unit.

C. Multiple dwelling rental buildings will be issued one license. The fee for each license issued will be according to the schedule defined herein.

SECTION 5. LICENSING AND OPERATION OF MULTI-FAMILY AND SINGLE FAMILY RESIDENTIAL RENTAL DWELLING UNITS.

- A) The City or its designee is hereby authorized, upon application, to issue new Residential Rental Licenses and renewals thereof in the names of applicant owners, condominium, townhouse, or homeowners' associations or operators of rental dwelling or dwelling unit.
- B) No license shall be issued or renewed unless the owner, local agent or property management agency has first made application for rental license on a form provided by the City. The City shall develop such forms and make them available to the public.
- C) No license shall be issued or renewed unless the completed application form for each building or group of buildings is accompanied by payment of the appropriate annual license fee as established in this Ordinance.
- D) Residential Rental Licenses shall be issued for a period of one full year unless otherwise specifically provided, and the full license fee shall be paid at the time of application. If at the time that the first application is made there are less than six months in the license year remaining, the fee shall be one-half the annual fee prescribed herein. The license shall not be transferable to another owner or rental dwelling. Each new owner of the rental dwelling unit must obtain a Residential Rental License issued in their name. All licenses shall expire on June 30th following the issuance of the license.

Exception: Licenses issued for renewal based on an expiration date of December 31, 2016 will be issued for a six (6) month period. The fee for a six (6) month license will be \$25.00 per unit as established by this Ordinance and will expire June 30, 2017. Thereafter, the renewal fee will be \$50.00 per unit, renewable on an annual basis, due June 30th of each year.

- E) No license shall be issued or renewed if at the time of application, the rental dwelling(s), including the property on which the dwelling(s) are affixed, are not in compliance with the City of Fairview Heights Property Maintenance Code (Ordinance #190, Chapter 15) as determined by the City of Fairview Heights Land Use and Development Department.
- F) If during the term of the Residential Rental License, the rental dwelling(s) fall out of compliance with the City of Fairview Heights Property Maintenance Code, (Ordinance #190, Chapter 15) and the owner/agent fails to make the needed repairs/corrections within the time frame established by the City of Fairview Heights Land Use and Development

Department, the City may recommend suspension or revocation of the residential rental license until the dwelling unit is brought into compliance.

- G) Any person whose license to operate a rental dwelling unit has been suspended or revoked, shall be entitled to an appeal process as described in Section 9 of this Ordinance.
- H) It shall be a violation of this ordinance for an owner to operate a residential rental dwelling/unit during the time their residential rental license issued by the City is expired, suspended/revoked or otherwise becomes invalid.
- I) No Residential Rental License shall be issued or renewed for a resident or nonresident applicant, unless such applicant designates in writing to the City the name of his local agent, manager, or contact for the receipt of service or notice of violation of the provisions of this Chapter and for service of process pursuant to this Chapter.
- J) No Residential Rental License shall be issued or renewed for a resident applicant unless such applicant has first designated an agent for the receipts of service violations on the provisions of this Chapter, when the applicant is absent from the St. Louis Metropolitan Statistical Area for 30 consecutive days or more. Such designation shall be made in writing and shall accompany each application form.
- K) All persons applying for a Residential Rental License shall complete a mandatory Crime Free Rental-Housing Seminar as described in Section 6 of this Ordinance.

1. In the event a City of Fairview Heights Crime Free Rental-Housing Program Seminar is not available prior to obtaining the operating license, a conditional license will be issued to the applicant prior to their completion of a seminar.

2. The applicant must complete a seminar within six months of the issuance of the conditional license. After the seminar is attended, a full license shall be issued for the balance of the license term.

3. If the owner or their representative does not attend the Crime Free Rental-Housing Seminar within six months, the conditional license issued to the owner shall become invalid without any need of further action.

- L) Upon request by the City, every owner of rental property shall provide the City with a list of all occupants of their rental unit when the request is in response to a bona-fide investigation of a violation of this chapter, violation another City of Fairview Heights Ordinance(s) or any alleged

violation of the law. The owner shall provide an update of said list at least every sixty days until which time the investigation in question has been completed.

SECTION 6. CRIME FREE RENTAL HOUSNG PROGRAM SEMINAR REQUIRED.

- A) Any owner, operating a residential rental dwelling(s) shall be required to attend and complete a City of Fairview Heights Crime Free Rental-Housing Program Seminar administered by the Fairview Heights Police Department.
- B) An owner may meet the requirement of this section by attending and completing a Crime Free Rental Housing Seminar administered by another agency authorized by the Fairview Heights Police Department.
- C) The Seminar may be attended and completed by a property manager, or an agent/representative of the owner on their behalf. In the event an owner obtains a new property manager, agent or representative for their rental unit(s), the new property manager, agent or representative must attend a City of Fairview Heights Crime Free Rental Housing Seminar within six (6) months after obtaining that position.
- D) Any owner, agent or designee may be required to re-attend the City of Fairview Heights Crime Free Rental-Housing Program Seminar after two years if the Crime Free Rental-Housing Coordinator recommends re-attendance. The City, in determining whether or not to have the person re-attend the Crime Free Multi-Housing Program Seminar shall consider the follows:
 - 1. If the property rented by the owner is close to becoming a nuisance residential rental property as defined in this Ordinance, or
 - 2. Criminal activity is occurring on the premises and the Owner, Agent or designee has failed to initiate eviction proceedings.
- E) The Crime Free Rental-Housing Coordinator, as designated by the Chief of Police, shall provide the City with a list of owners, agents and/or designees who have attended the City of Fairview Heights Crime Free Multi-Housing Program Seminar, with the date of attendance and verification that the owner, agent or designee has complied with this Ordinance and is eligible to obtain, maintain or renew the operating license.

SECTION 7. CRIME FREE LEASE ADDENDUM REQUIRED.

No Owner of a Residential Rental Dwelling(s) may rent or lease a Rental Dwelling, whether the rental or lease agreement is written or oral, without requiring the tenant(s) to sign a Crime-Free Lease Addendum as part of any lease agreement executed after the effective date of this ordinance. The Crime Free Lease Addendum is to make criminal activity (not limited to violent criminal activity or drug related criminal activity engaged by, facilitated by or permitted by the renter, member of the household, guest or other party under the control of the renter) a lease violation. The owner or their agent shall have authority under that clause to initiate an eviction proceeding as specified in the Illinois Compiled Statutes Forcible Entry and Detainer Statutes. Proof of criminal violation shall be by a preponderance of the evidence.

SECTION 8. NUISANCE RESIDENTIAL RENTAL PROPERTY.

- A) It is hereby declared a nuisance and to be declared against the health, peace and comfort of the City for any property owner, agent or manager, to allow or permit the following:
1. Rental of any Residential Dwelling, or residential building within an apartment community or governed by a homeowner's association to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest or other party under control of the tenant to occur: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, harmful materials, sale of obscene publication, criminal housing management, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or commission of any two or more of any other crimes under the State of Illinois or under the Federal Government not specifically listed above;
 2. Rental of any Residential Dwelling, or residential building within an apartment community or governed by a homeowner's association to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest or other party under control of the tenant to occur; commission of 4 or more City Ordinance violations in a six month period or an unreasonably high number of calls for police service including, but not limited to, calls that may fall within the descriptions listed above that when compared to other properties in the City of Fairview Heights of similar type, reasonably indicate that the activity at this property is out of character for the area and is negatively impacting the quality of life of those in the area.

- B) For the purpose of this Section (8), a rental dwelling owner, agent or manager allows or permits the activities listed in subsections 1 and 2 if they receive notification by any City Officer, Employee or other reliable party that the activities have or are occurring at their rental unit(s) and fail to *take immediate corrective action*.
- C) This Ordinance shall not be construed or enforced in any manner which would negatively affect the tenancy of a Tenant whose only involvement in an incident was as a victim of a crime.
- D) If any tenant, member of the tenant's household, guest, witness, or other party under control of the tenant makes contact to police or other emergency services with the intention of preventing or responding to:
 - 1. An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
 - 2. Criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party; or
 - 3. If the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability, such contact shall not be construed as a violation of this Ordinance.
- E) Nothing in this Section limits enforcement of Section 15.2 of the Emergency Telephone System Act, Article 26 of the Criminal Code of 2012, or Article IX of the Code of Civil Procedure; prohibits counties from enacting or enforcing ordinances to impose penalties on the basis of the underlying criminal activity or a local ordinance violation not covered by subsection D of this Section and to the extent otherwise permitted by existing State and federal law; or limits or prohibits the eviction of or imposition of penalties against the perpetrator of the domestic violence, sexual violence, or other criminal activity.

SECTION 9. SUSPENSION OR REVOCATION OF RESIDENTIAL RENTAL LICENSE.

- A) The Chief of Police may take or require corrective action up to and including suspension or revocation of any license issued hereunder if he or she determines from the report of any City officer or City employee, or

based on any other reliable available information, that the licensee has violated this Chapter or permitted a nuisance as set forth in Section 8 of this Ordinance to occur. Suspension or revocation shall be limited to the specific rental units involved in violations of this chapter, unless it is reasonably determined by the City that the revocation of the license for other or all units is required to protect the public safety or to prevent continued violations. In the event that the Chief of Police determines that any such license issued hereunder may be suspended or revoked, the Chief of Police shall cause to be issued written notice to the Owner, informing the Owner of the specifics charges for the suspension or revocation. The Owner shall have three (3) days' notice to appear at a revocation hearing and defend the specific charges.

- B) The Chief of Police or their designee shall then issue a written finding determining if the license issued hereunder shall be revoked or suspended.
- C) Any suspension or revocation of a license may be appealed directly to the Hearing Officer of the City. The designated city attorney for Fairview Heights shall act as hearing officer. Such appeals shall be filed within fifteen (15) days of the decision of the Chief of Police. Such suspension or revocation may be stayed by the Chief of Police pending the decision of the Hearing Officer unless the Chief confirms specifically in writing that public safety may be threatened by such stay.
- D) Any Owner whose Residential Rental License has been suspended may not collect rent for the Rental Housing or units for which the suspension or revocation has been issued for the period of time that such suspension or revocation is in effect under any lease, lease term, or other rental agreement entered into after the effective date of this ordinance.
- E) In addition to any penalties or remedies set forth in this Chapter, the City may deny any occupancy permit or other site permit for Rental Housing for which the Owner is in violation of this Chapter.

SECTION 10. APPEALS OF LICENSE SUSPENSION OR REVOCATION.

- A) Any Owner may appeal to the Hearing Officer of the City a suspension, revocation, or denial of a Residential Rental License by the Chief of Police. Appeal to the Hearing Officer shall be made within fifteen (15) days of the suspension, revocation, or denial complained of by filing with both the Hearing Officer and the Police Chief a written notice of appeal, specifying the grounds thereof.
- B) Any such appeal shall be based solely upon and shall state a claim that: (i) the true intent of this Ordinance or the rules or regulations adopted pursuant thereto have been incorrectly interpreted, (ii) the provisions of this Ordinance do not apply, or (iii) criminal violations sufficient to allow for evictions under the Crime-Free Lease Addendum were not established with the requisite standard of proof.

- C) A non-refundable fee of fifty dollars (\$50) shall be paid at the time of filing of any appeal as otherwise established for appeals to the Hearing Officer.
- D) Upon receiving a timely-filed notice of appeal, the Chief of Police shall transmit to the Hearing Officer all papers constituting the record upon which the suspension, revocation, or denial was taken.
- E) An appeal shall stay any suspension of revocation appealed from, unless the Chief of Police certifies to the Hearing Officer after the notice of appeal has been filed that by reason of facts stated in the certificate, the stay would, in his opinion, cause eminent peril to life, property, or public safety, in which case the suspension or revocation shall not be stayed otherwise than by a restraining order which may be granted by the Hearing Officer or by a Court of Record on application, or notice to the Police Chief and on due cause shown.
- F) The Hearing Officer shall act upon any appeal hereunder within thirty (30) days of receiving a timely-filed notice of appeal by conducting a hearing upon such appeal, except such hearing may be extended to a later date upon application to the Hearing Officer for cause. The hearing shall be conducted according to the following procedures:

1. Hearings conducted by the Hearing Officer shall be open to the public, held at the call of the Hearing Officer and at such times as he or she may determine. Any interested person may appear in person or by duly authorized agent or attorney. All testimony before the Hearing Officer shall be given under oath. The Hearing Officer shall administer oaths and may compel attendance of witnesses. The Hearing Officer shall keep minutes of his or her proceedings and other official actions. The Hearing Officer shall adopt his or her own rules and procedures, not in conflict with this Ordinance or applicable Illinois statutes.

2. The Hearing Officer may reverse or affirm wholly or partly, or may modify or amend the suspension, revocation, or denial appealed from to the extent and in the manner that the Hearing Officer determines is necessary to conform with the intent and requirements of this Ordinance. Unless otherwise required by law, no challenge to any decision subject to this Section shall be filed in any court until or unless a timely appeal has been filed and prosecuted to completion by the Owner as provided for in this Section so as to establish a final appealable decision.

3. Every decision by the Hearing Officer on an appeal hereunder shall be accompanied by findings of facts and shall refer to any exhibits presented at the hearing upon which the Hearing Officer's decision is based. Such exhibits shall remain a part of the permanent records of the Hearing Officer. The findings of facts shall specify the reason or reasons for Hearing Officer's decision. The terms of the relief granted shall be specifically set forth in a conclusion or statement separate from the

findings of fact. Every decision or determination of the Hearing Officer shall immediately be filed with the Chief of Police and the City Clerk and shall be a public record and thereupon shall be a final decision of the City.

SECTION 11. PENALTIES.

- A) Any person who violates the provisions of this Ordinance or fails to comply with any lawful order pursuant to any section of this Ordinance, upon conviction thereof, shall, in addition to any other remedy established herein, be subject to punishment in accordance with the general penalty for violations of ordinances of the City of Fairview Heights, Illinois. Each day that such violation or failure to comply continues after issuance of notice by the code official shall constitute a separate offense.
- B) Any person whose Residential Rental License has been suspended or revoked shall be deemed to be in violation of this Chapter, and in addition to any other remedies as may be provided by law, shall be subject to any of the following:
 - 1. A fine in an amount of not less than \$250.00 and no more than \$1,500.00, per unit for each day the violation exists;
 - 2. Any and all civil remedies available to the City, including any and all injunctive remedies that a court of competent jurisdiction may impose.

The City of Fairview Heights may seek to enforce this ordinance by seeking any one or more remedies authorized under this Chapter.

SECTION 12. PASSAGE. This Ordinance shall be in full force and effect, from and after its passage, approval and publication as provided by law.

READ FIRST TIME: August 16, 2016

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED ORDINANCE NO. 47-'16

**AN ORDINANCE AMENDING ORDINANCE NO. 190
"THE REVISED CODE," CHAPTER 25, NUISANCES
BY ADDING ARTICLE VI, NUISANCE PARTIES AND
SOCIAL GATHERINGS.**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "THE REVISED
CODE," CHAPTER 25, NUISANCES, by adding ARTICLE VI, NUISANCE PARTIES AND
SOCIAL GATHERINGS reading as follows:

DEFINITION. NUISANCE PARTY OR SOCIAL GATHERING – a gathering of
three or more persons on public or private property when, by reason of the conduct of
persons in attendance, results in any violation of the following state laws or City of
Fairview Heights Ordinances:

1. Assault
2. Battery
3. Disorderly conduct
4. Obstructing a peace officer
5. Resisting arrest
6. Indecent exposure
7. Loud or raucous noise
8. Public urination or defecation
9. Reckless conduct
10. Criminal Damage to Property
11. Trespassing
12. Destruction of Public Property
13. Unlawful possession or use of fireworks
14. Violations of the Cannabis Control Act, the Controlled Substances Act, or
possession of drug paraphernalia
15. Throwing of rocks, bottles, and other projectiles
16. Unlawful Assembly
17. Littering
18. Blocking of roadway
19. Illegal parking
20. State or local liquor code violations
21. Public intoxication
22. Encouraging delinquency
23. Unlawful use of weapons
24. Discharge of firearms

- 25. Theft
- 26. Curfew violations
- 27. Open burning violation
- 28. Harassment or intimidation
- 29. Rubbish/ Garbage Nuisance
- 30. Encroachment
- 31. Noxious odors

SECTION 2. PROSECUTION OF REQUISITE OFFENSE NOT REQUIRED.

The referenced laws and City ordinances in Section 1. shall not be interpreted to require that prosecution of the specific charge be a necessary prerequisite to enforce this chapter. The chapter shall not require proof of a violation beyond a reasonable doubt.

SECTION 3. NUISANCE PARTIES PROHIBITED.

No person who is an owner, occupant, tenant, or who otherwise has rightful possession or possessory control, individually or jointly with others, of any premises shall knowingly, negligently, or recklessly allow a social gathering on said premises to become a nuisance party as defined by Section 1. above.

SECTION 4. ORDER TO CEASE AND DISPERSE.

A social gathering or party that is or becomes a nuisance party, as defined by Section 1. above, shall cease upon the order of a police officer; and all persons not residing therein at the site of such party shall disperse immediately. No person shall knowingly or willfully fail or refuse to obey and abide by such an order.

SECTION 5. FAILURE TO DISPERSE.

- (A) Whenever a police officer has probable cause to believe that a person or persons are creating a disturbance of the peace and quiet of any person or neighborhood, such police officer may order said person or persons not residing on the premises to disperse for the purpose of abating the said disturbance.
- (B) It shall be unlawful for any person to refuse to comply with a lawful order to disperse given by a police officer in the performance of the officer's duties under this section.

SECTION 6. DISORDERLY HOUSES.

- (A) Suppression of nuisances; disorderly houses. Any room, house, building, structure or place, and any property kept and used in maintaining the same, where, in violation of the ordinances of the city, unlawful or illegal acts are committed, is hereby declared to be an unreasonable interference with the health, safety, welfare, and property of the citizens of the city, a disorderly house, and a public or common nuisance. Such nuisances may be restrained or suppressed by the city

in any manner provided by law, and the city attorney is hereby authorized and empowered to take such legal action as may be necessary to restrain or suppress such nuisances.

(B) Disorderly house; maintaining. The term "disorderly house" as used in this section shall be deemed to be any room, house, building, structure, or premises, where unlawful or illegal acts are being committed. It shall be unlawful for the owner, lessee, resident, manager, or proprietor of any room, house, building, structure, or premises to knowingly collect or permit to be collected therein a person or persons who are engaging in any unlawful act, or to knowingly make, cause, permit, or suffer to be made therein any loud or improper noise to the annoyance or disturbance of any person or neighborhood.

(C) Inmate of disorderly house. It shall be unlawful for any person to be an inmate of or frequent any disorderly house as declared in subsection (b) of this section, Section 6, Disorderly houses, with knowledge of, and participation in, the illegal activities occurring therein.

SECTION 7. PENALTIES.

(A) A person who violates any section of this chapter and article shall be fined not less than \$250.00, nor more than \$750.00.

(B) A person, having been previously convicted of violation of any section of this chapter and article shall be fined not less than \$500.00, nor more than the maximum penalty allowed by law.

SECTION 8. PASSAGE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

READ FIRST TIME: **August 16, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

ATTEST:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK

PROPOSED ORDINANCE NO. 48-'16

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE," CHAPTER 36, TAXATION, ARTICLE I – SALES TAX – HOME RULE, SECTION 36-1-1 POWER, DELETING SECTION 36-1-2 RESTRICTION AND BY RENUMBERING REMAINING SECTIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-1 POWER shall be amended to read as follows:

"36-1-1 POWER. The City of Fairview Heights, through its duly elected Corporate Authorities, ~~shall possess and exercise only those as a Home Rule Community powers and functions that are necessary to~~ shall impose a tax upon all persons engaged in the business of selling tangible personal property other than an item of tangible personal property titled or registered with an agency of this State's government at retail in this City at a rate percent of the gross receipts from such sales made in the course of such business of making sales of service at a rate percent of the selling price of any tangible personal property transferred by such serviceman as an incident to a sale of service."

SECTION 2. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-2 RESTRICTION shall be deleted in its entirety:

~~**"36-1-2 RESTRICTION.** The City of Fairview Heights shall exercise no other Home Rule powers and functions other than those specifically set forth in Section 36-1-1 herein."~~

SECTION 3. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-3 (1%) TAX shall be renumbered to read as follows:

"36-1-32 (1%) TAX. A tax hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail, in this

municipality at the rate of **one percent (1%)** of the gross receipts from such sales made in the course of such business while this Code is in effect; and a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, at the rate of **one percent (1%)** of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. The City shall hereby utilize no less than **thirty-five percent (35%)** of the Home Rule Tax collected for infrastructure improvement; these improvements shall include for the improvement/replacement of City streets, sidewalks, drainage, infrastructure, maintenance of City owned property and purchase of equipment and material for these items. The remaining **sixty-five percent (65%)** of Home Rule funds shall be designated by City Council in the annual City Budget. These funds may be utilized for the operation of the City, with priority towards maintaining our City's infrastructure. These funds shall provide for the hiring of a City Administrator for the day-to-day operation of the City as approved by Council. Upon approval of this Chapter, the City shall include a City Administrator in the next annual City Budget, and the Personnel Committee, with advice and consent of Council shall outline the hiring process, reporting structure, as well as the salary and benefits. The salary, benefits and support cost for a City Administrator shall be paid from these Home Rule funds. Any surplus in Home Rule funds shall be designated for Infrastructure Improvement."

The imposition of these Home Rule taxes are in accordance with **Sections 5/8-11-1 and 8-11-5** of the Illinois Municipal Code, respectively (**65 ILCS 5/8-11-1 and 65 ILCS 5/8-11-5**). (Ord. No. 1689-15; 04-09-15)

SECTION 4. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-4 PROCEDURE shall be renumbered to read as follows:

"36-1-43 PROCEDURE. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Code."

SECTION 5. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-5 DIRECTION shall be renumbered to read as follows:

"36-1-54 DIRECTION. The Municipal Clerk is hereby directed to file a certified copy of this Code with the Illinois Department of Revenue on or before the first (1st) day of September, 2004."

SECTION 6. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-6 VALIDITY shall be renumbered to read as follows:

36-1-65 VALIDITY. That in the event any section or provision of this Code or any portion thereof shall be held to be unconstitutional, unenforceable or void by the highest reviewing court upon the exhaustion of all appeals, the Corporate Authorities shall pass a Resolution calling for a referendum at the next scheduled regular election in which the voters of the City of Fairview Heights shall elect whether or not to remain a Home Rule Unit.

SECTION 7. PASSAGE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

PROPOSED ORDINANCE NO. 49-'16

AN ORDINANCE APPROVING A DEVELOPMENT PLAN FOR A SELF-STORAGE FACILITY ON LONG ACRE PROPERTY IDENTIFICATION NUMBER 03-28.0-409-021.

WHEREAS, the Planning Commission on, held the necessary Public Hearing and reviewed the Development Plan application on June 14, 2016 and has transmitted its Advisory Report to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. APPROVAL. The Development allowing a self-storage facility on Long Acre Drive, Property Identification Number 03-28.0-409-021, is hereby approved. A copy of the Planning Commission's Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT A." A copy of the site plan and building perspective is attached hereto, made a part hereof, and marked "EXHIBIT B." The Findings of Fact adopted by Planning Commission Resolution PC09-015 of the Planning Commission's Advisory Report and attached hereto, made a part hereof, and marked "EXHIBIT C."

SECTION 2. CONDITIONS. The conditions of this Development Plan are as follows:

- A. Landscape on the west side of the facility from the street to 20 feet back from, 20 feet to the north side of the end of the north buildings, on the west side.
- B. Landscaping from property line to property line along Longacre.
- C. Setback even with the existing facility to the west, the beauty salon.
- D. Eliminate the east curb cut.
- E. Hours of operation 6-11.

SECTION 3. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Exhibit A



CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

June 17, 2016

Fairview Heights City Council
10025 Bunkum Road
Fairview Heights, IL 62208

Dear City Council:

The petition listed below is hereby transmitted for your consideration:

Petition No:	PC10-16
Petitioner:	JQP Properties, LLC
Request:	Development Plan
Area Size:	Approximately 2.9 acres
Location:	XXX Long Acre Drive
Hearing Date:	June 14, 2016
Proponents:	0
Opponents:	1
Recommendation:	Denial
Votes:	Yeas: Mensing, Wesemann, Barkley, Smith, Funk, Correale, McCarthy, Hoppe, & Bramstedt Nays: None Absent: Herrington & Sudja
Report:	Staff Advisory
Ward:	III

Respectfully,

Jim Bramstedt, Chairman
Planning Commission
TT/kt

PC10-16, Development Plan, Longacre Drive, JQP Properties LLC

AREA LAND USE AND ZONING

The subject property is an undeveloped 2.9 acre “L” shaped parcel located with frontage on Long Acre Drive zoned Planned Business District. The property is adjoined by Lincoln Place II Shopping Center to the east, the Lincoln Place storm water basin to the north, and a hair salon to the west all zoned Planned Business District. The properties to the immediate south across Long Acre Drive are zone R-4 Single Family Residential and are developed as such. The Longacre Ponds Apartments are located to the west and are zoned M-2 Multiple Family Residential.

DEVELOPMENT PLAN PROPOSAL

The applicant, JQP Properties, LLC, is requesting approval of a Development Plan to construct a self-storage facility. The facility will contain approximately 51,900 square feet of area in nine (9) structures of which 45,700 square feet will be rentable space with the balance to be utilized for office space and onsite manager’s residence. Approximately 46% of total units will be climate controlled in buildings 1, 2, 3, & 4. Building 1 will also contain the office and a second floor manager’s residence. The buildings fronting Long Acre Drive will have window systems on the facade and sides visible to Long Acre Dr. The facility will be contained by fencing and building walls being setback approximately ten (10) feet from side and rear perimeter property lines except, the western line adjoining the apartment complex being setback approximately 37 feet.

The exterior of the structures will be designed using various architectural features, such as hidden fastener metal panels with a stucco type masonry finish, and glass along with storefront entrance.

Access gate will be computer coded for access; hours of access have not been identified though office will operate 9:00 a.m. to 6:00 p.m. except on Saturday closing is at 5:00 p.m. or Sunday not open.

Applicant is proposing two separate curb cuts onto Long Acre Drive approximately 70’ apart.

PLANNING CONSIDERATIONS

Comprehensive Plan

The 2012 Comprehensive Plan, Section 4 Land Use, has identified the subject parcel as multiple family residential.

Buffer and Setback

Section 14-4-23.1 “Buffer Standards, General Standards” which states that buffers shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line, or between differing land uses on a single parcel, but may not occupy any portion of a dedicated or reserved public or private street or right of way. The table of buffer requirements details the width and density of the planting based on the intensity of the proposed development or use and the uses which are developed on the adjacent properties. Table 14.4.23.1 (D) is attached for reference. The Applicant is required to provide Buffer Yard B on the west side adjoining the multiple family residences, the buffer area is proposed to be approximately 37 at the closest point. In addition to the buffer yard, there is also additional landscaping proposed in front of the western most building fronting Long Acre Dr. and on the east side of the parking area. Detailed landscaping plan has not been submitted at this time type but areas are provided.

The building walls will being setback a minimum of approximately ten (10) feet from side and rear perimeter property lines except, the western line adjoining the apartment complex being setback approximately 37 feet.

The front building No. 2 and adjoining parking area are proposed to be set back 27’ from the front property line.

Exterior Building Materials

Section 14-3-35 “Exterior Building Material and Design: Business and Industrial Districts” of the Development Code lists some general requirements for architectural design. This section of the code also lists a specific requirement that “all exterior walls shall consist of a minimum of sixty percent (60%) glass and/or masonry materials (brick, natural clay, natural stone and architectural concrete units, excluding smooth faced block except when used as an accent) on all sides.” It also lists other building materials that are acceptable and unacceptable. The self-storage buildings are proposed to be constructed of stucco type material; plaster stucco is a material identified as not acceptable. Applicant proposed split face block as an alternative to the stucco panels.

Parking

Applicant is proposing 8 parking places in the front of the office/ building #1. Parking lot layouts including setback and landscape areas are code compliant. Drive/access aisles are proposed at a minimum of 24’. Parking at buildings 1, 2, 3 & 4 needs explanation since access is via building end doors for multiple interior units as compared to units immediately accessible from the exterior along the aisles.

Signs

Applicant is proposing a signage in compliance with code.

Exhibits

1. Staff Advisory
2. Application
3. Narrative (2)
4. Building Floor Plans w/rental unit table
5. Aerial View
6. Existing Topography
7. Site Plan
8. Building Perspectives (3)
9. Findings of Fact macro
10. Public Notice
11. Surrounding Property Owners

TT/kt

Exhibit "C"

Planning Commissioner McCarthy introduced the following resolution and moved for its adoption:

RESOLUTION PC 010-16

A RESOLUTION ADOPTING FINDINGS OF FACT PC010-16 RELATING TO REQUEST FROM JQP PROPERTIES, LLC TO DENY A DEVELOPMENT PLAN ALLOWING SELF-STORAGE UNITS WITHIN THE PLANNED BUSINESS DISTRICT.

WHEREAS, JQP Properties, LLC, hereinafter referred to as the "Applicant," has properly applied for a Development Plan approval for a self-storage unit development within the "PB" Planned Business District located on the north side of Long Acre Drive Dr., PIN # 03-28.0-409-021 and legally described as:

Lot 3 of Lincoln Place II, a subdivision according to the plat thereof recorded April 9, 2002, in Plat Book 101 on Page 63.

NOW THEREFORE, BE IT RESOLVED BY THIS PLANNING COMMISSION OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, STATE OF ILLINOIS that the findings of fact relating to the request are determined to be as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on June 14, 2016, and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.
2. The subject property is vacant and is zoned "PB" Planned Business District. The subject property is situated on one parcel, PIN# 03-28.0-4098-021 and is identified by the previous legal description.
3. That the Subject Property contains approximately 2.9 acres.
4. That this permit will require any changes to traffic circulation and ingress/egress.
5. That this permit will require any changes to lighting, landscaping, or the existing site usage.
6. That the proposed use will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.
7. That the proposed use will substantially adversely impair the use, enjoyment, or market value of any surrounding property.

8. That the proposed use will not be hazardous or disturbing to existing neighboring uses.
9. That the proposed use will be served adequately by public facilities and services such as highways and streets.
10. That the proposed use will create excessive additional requirements at public cost for public facilities and services, and it will be detrimental to the economic welfare of the community.
11. That the proposed use will involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.
12. The proposed use will not be consistent with the Comprehensive Plan.
13. That this Development Plan denial will not allow for the applicant's use of business zoned property for a 51,900 gross square feet a self-storage facility, including climate controlled space, office and onsite managers residence at the property as it is proposed per the Development Plan by the Applicant.

The motion for the adoption of the foregoing resolution was duly seconded by; Barkley upon vote being taken thereon, the following voted in favor thereof: Smith, Bramstedt, Wesemann, Funk, Correale, McCarthy, Hoppe, Mensing & Barkley

and the following voted against the same: NONE

and the following abstained: NONE

and the following were absent: Herrington & Sudja

whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission this the 14th day of June 2016.



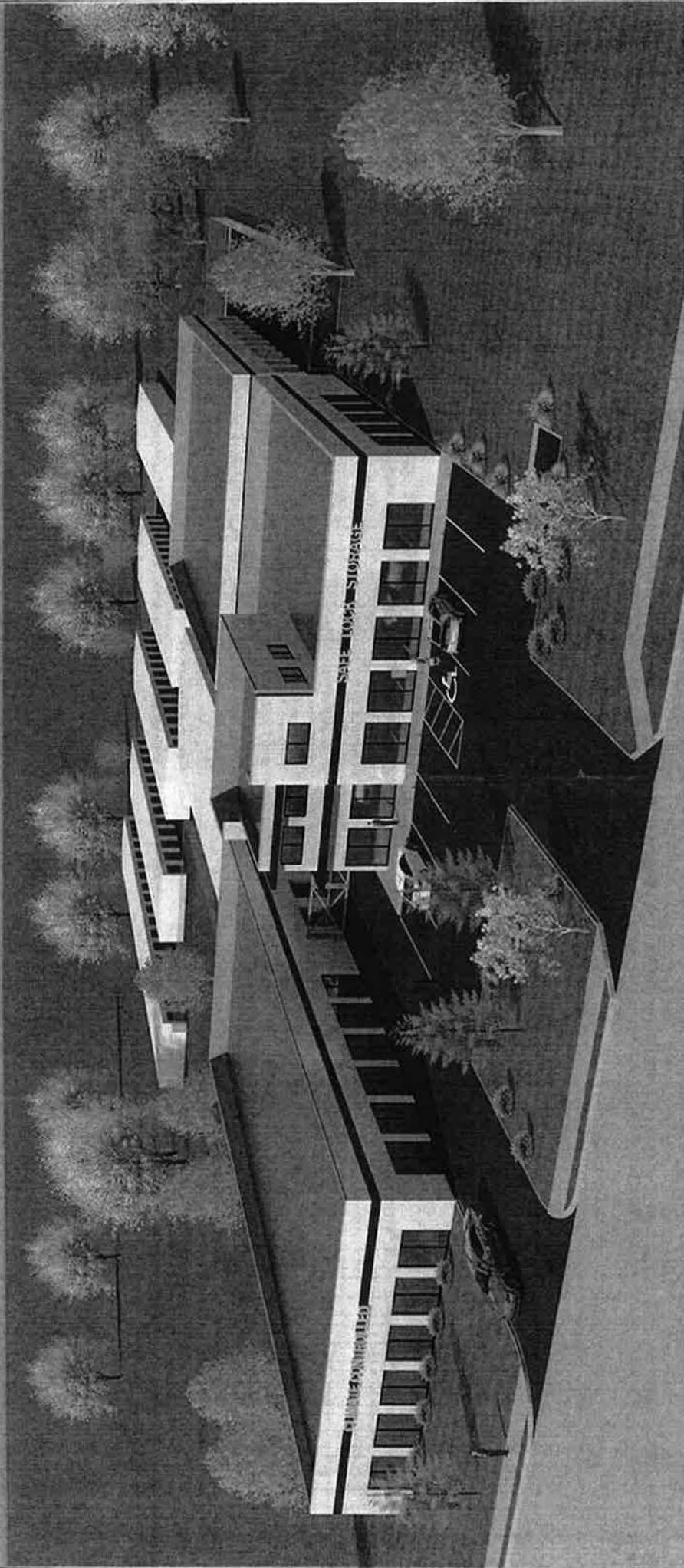
Planning Commission Chairman

ATTEST:



Land Use Director

Exhibit "B"
2 of 4



SAFE LOCK STORAGE

Fairview Heights, Illinois



Exhibit "B"
384

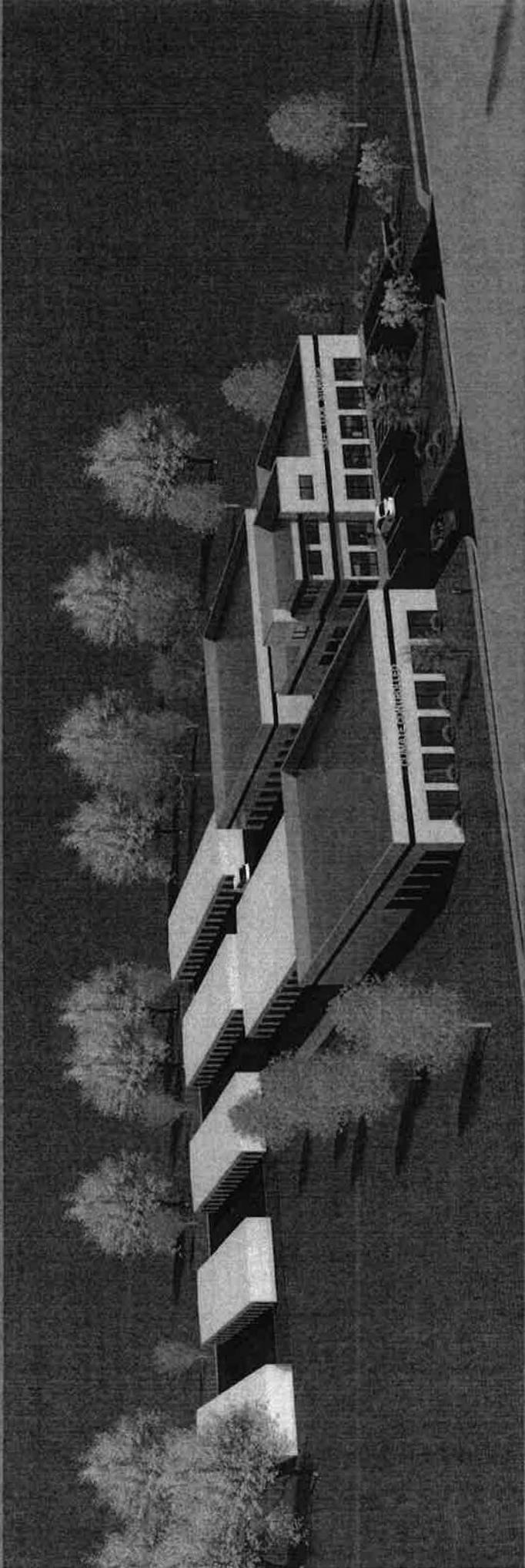


SAFE LOCK STORAGE

Fairview Heights, Illinois



Exhibit "B"
H&H



SAFE LOCK STORAGE

Fairview Heights, Illinois



PROPOSED RESOLUTION NO. 76-'16

A RESOLUTION IN SUPPORT OF PRESERVING THE MISSISSIPPIAN MOUNDS CULTURE BY ELEVATING THE NATIONAL STATUS OF CAHOKIA MOUNDS AND ASSOCIATED MOUNDS COMPLEX.

WHEREAS, long before Lewis and Clark, our region was home to the ancient societies of Mississippian Culture and the beginnings of urbanism in the eastern woodlands. It was from these societies that today's great Indian Nations sprang. With cultural connections from the Great Lakes to the Gulf of Mexico and along the mighty Mississippi, their beginnings of this urban civilization was spread over six counties of Eastern Missouri and Southwestern Illinois;

WHEREAS, here at the sea of verdure, the fertile American Bottom stretches bluff to bluff as the confluence of America's greatest rivers – the Mississippi Rivers;

WHEREAS, dating back from the Mississippian period (800-1350AD) Cahokia Mounds, covering 3,950 acres, is the earliest and largest pre-Columbian archaeological site north of Mexico; and it is the pre-eminent example of a cultural, religious and economic center of the prehistoric Mississippian cultural tradition, which extended throughout the Mississippi Valley and the south-eastern United States.

WHEREAS, with its peak between 1050 and 1150AD, Cahokia Mounds is an early and exceptional example of the pre-urban/urban structuring, graphically demonstrating the existence of a society in which a powerful political and economic hierarchy was responsible for the organization of labor, agriculture and trade; and this is reflected in the size and layout of the settlement and the nature and structure of the public and private buildings;

WHEREAS, Cahokia Mounds' unique role in the nation's history was recognized by the National Park Service through its designation as a National Historic Landmark in 1964 and its placement on the National Register of Historic Places in 1966.

WHEREAS, Cahokia Mounds' global significance was recognized by the United National Education Scientific, and Cultural Organization (UNESCO) through its designation as a World Heritage Site in 1982.

WHEREAS, since 1925 state, local and private funds have been invested in the Cahokia Mounds Historic Site of acquisition and protection, and a formal national park service designation would capitalize on this investment;

WHEREAS, Cahokia Mounds and its ancient non-contiguous satellite settlements are today in desperate need to additional protection to secure the most significant remnants of the largest Native American civilization in the North American Continent north of Mexico from active and passive threats;

WHEREAS, since 2012 with guidance from the Indian Nations, federal agencies, Illinois and Missouri state agencies and local units of governments Heartland Conservancy developed a thorough, compelling and rigorous study, The Mounds – America’s First Cities Feasibility Study, that met the National Park Services’ standards and criteria demonstrating the feasibility of elevation the status and national designation of the Cahokia Mounds, the surrounding mound complexes in the region and their significance, suitability and feasibility as a potential formal unit of the National Park Service, which would ensure that these precious ancient archaeological resources are protected and accessible for all people to experience;

WHEREAS, conducting thirteen public meetings, media interviews, stakeholder meetings, outreach to eleven tribes/nations, over 890 surveys and over 1,000 letters of support, Heartlands Conservancy received support for the study’s recommendations and the local programs to teach about the Mississippian Culture, the ancestral significance, and the numerous historic traces and cultural themes associated with it;

WHEREAS, the study captured the significance of the region and its ancient history by demonstrating through cooperative protection and partnerships, it can remain thematically connected and intact in order to be properly interpret remaining sites as well as it will offer opportunities to protect, enhance and interpret the natural environment along the Mounds Heritage Trail.

WHEREAS, there are no other mounds within the National Park Service that represent the Mississippian Culture as holistically and uniquely as Cahokia Mounds. Combined with the surrounding satellite mound centers, Cahokia emerges as the most significant and unsurpassed example of its time period.

WHEREAS, our great region of Southwestern Illinois and Eastern Missouri will, with the assistance of Native American Tribes and Nations, become a center of cultural outreach and enrichment by embracing our nation’s earliest heritage and reengaging our ancient past as a foundation for the 21st century.

WHEREAS, legislation will be introduced in Congress to create Mississippian Culture National Historical Park in Southwestern Illinois and Eastern Missouri with thematically-connect non-contiguous mound complexes in the St. Louis Metro Region; recognizing the significance of the Mississippian Culture and the unique national significance through its representation of agriculture, ancestral and America's first cities.

WHEREAS, there is a strong consensus that now is the time for immediate action to develop the site to realize its full potential, now more than ever, urgency is of great concern. With new transportation access across the Mississippi River completed and the rebound of the economy the area is under even greater development pressure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF FAIRVIEW HEIGHTS:

That copies of this Resolution will be delivered to Governor Bruce Rauner, U.S. Senators Richard Durbin and Mark Kirk, member so the Illinois Congressional Delegation, Secretary of the Interior Sally Jewell, National Park Service Director Jonathan Jarvis and President Barack Obama; and

That the City of Fairview Heights joins the Governor of Illinois Bruce Rauner and the Illinois Historic Preservation Agency in asking the Illinois citizens and communities to actively join Heartlands Conservancy in the Mississippian Culture initiative that we urge Congress to pass a bill establishing Cahokia Mounds and thematically-connected Mound Complexes deemed to be suitable, nationally significant and in public ownership as the Mississippian Culture National Historical Park and/or call upon President Barack Obama to exercise his authority by Executive Order under the Antiquities Act to designate Cahokia Mounds and associated Mounds Complex as a National Monument.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED RESOLUTION NO. 77-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH EWR ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR PAVILION #5 REPLACEMENT AT EVERETT MOODY PARK.

WHEREAS, the City of Fairview Heights is in need of replacement of Pavilion #5 located in Everett Moody Park.

WHEREAS, EWR Architects, 391 Frank Scott Parkway East, Fairview Heights, IL, 62208, has been selected to provide said architectural and engineering design services for the replacement of Pavilion #5 in Everett Moody Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into an agreement with EWR Architects, 391 Frank Scott Parkway East, Fairview Heights, IL, 62208, for architectural and engineering design services for the replacement of Pavilion #5 in Everett Moody Park, not to exceed the amount of TWENTY NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$29,250.00) plus any additional reimbursable expenses as outlined in the agreement, pursuant to the agreement attached hereto, made a part hereof and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHT

KAREN KAUFHOLD - CITY CLERK

"EXHIBIT A"



**AGREEMENT FOR PROVIDING LIMITED PROFESSIONAL SERVICES
BETWEEN EWR ARCHITECTS, INC., ARCHITECTS (EWR) AND THE CLIENT**

Client:

City of Fairview Heights
10025 Bunkum Rd.
Fairview Heights, IL 62208

General:

The following fee proposal is based upon EWR Associates providing design services for the referenced project, as generally prescribed by the terms of AIA B101 Owner-Architect Agreement and as modified herein.

Project Description:

Provide architectural design services for a New Main Park Pavilion and Concession Building at Moody Park per attached scope Of work and proposal

Scope of Services:

The work shall consist of Design Services as marked (X) below only.

Pre-Design:

- Soil Testing
- As-Built Conditions/Survey
- Topographic Survey
- Site Master Planning
- Feasibility Analysis
- Zoning Assistance
- Programming

Design Services:

- Schematic Design
- Architectural Design Development
- Construction Documents
- Bidding Services
- Construction Services
 - Shop Drawings
 - Regular Observation
 - Pay Request Review
 - Final Punch List
 - Change Order Preparation
 - As-Built Drawings
- Interior Design
- Consulting

General Services Included:

- Cost Estimating
- Outline Specifications
- Complete Specifications
- Rendering(s)

Disciplines Included:

- Civil Engineering
- Architectural
- Structural
- HVAC/PLMG/FP Engineering
- Electrical Engineering
- Food Service Planning
- Interior Design
- Surveying

Fees:

Retainer: none

Compensation shall be as follows:

- Fixed Fee \$29,250.00
- Plus reimbursables
-
-

Payment Terms:

Due upon receipt of monthly invoice.

Reimbursable Costs:

All printing, photographs, renderings & deliveries shall be extra costs at EWR standard billing rates. (See attached sheet.)

Billing rates for construction administration services and other agreed upon additional services will be at the following rates:

Principal	\$ 185.00
Sr. Architect	124.00
Project Manager	94.00
Sr. Project Architect	94.00
Project Architect	88.00
Staff Architect I	80.00
Architectural Grad. II	72.00
Architectural Grad. I	65.00
Technician I	65.00
Jr. Technician	60.00
Sr. Technician	76.00
Sr. Designer	88.00
Designer	65.00
Secretary	55.25
Administrative	86.00

EWR invoices monthly based on work completed.

This proposal is subject to renegotiation if not accepted within 60 days, or if all work is not completed within 12 months.

Project Name: Main Pavilion

Moody Park Fairview Heights

Project No.: 216146

Location: Moody Park

Fairview Heights, Illinois 62208

Date: 8/5/2016

Limits of Liability:

The Client agrees to limit the Design Professional's liability to the Owner and to all construction contractors and subcontractors on the project due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed Fifty Thousand Dollars (\$50,000.00) or the Design Professional's total fee for services rendered on this project, whichever is greater.

Notice to Proceed:

We are prepared to commence immediately upon return receipt of this Agreement & Receipt of Retainer.

If you are in agreement with this proposal, please sign and return one copy for our file.

Submitted by:

**E. William Reichert III, A.I.A.
President, EWR Architects, Inc.**

Accepted by: City of Fairview Heights

Signature

Name

Title

Date

The Terms & Conditions on the reverse of this form are incorporated as a part of this agreement.

TERMS and CONDITIONS

Access to Site:

Unless otherwise stated, EWR (the Firm) will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and the Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable upon receipt of invoice. If the invoice is not paid within 15 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all cost of collection, including reasonable attorney's fee.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from the against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination all reimbursable expenses and reasonable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

It is agreed the above terms and conditions are incorporated into and made a part of the Agreement on the reverse side of this sheet.



Architecture • Interiors • Planning

August 5, 2016

Ms. Angela Beaston, Director
Parks and Recreation Department
City of Fairview Heights
10250 Bunkum Road
Fairview Heights, Illinois 62208

**Re: AE Proposal for a New Main Pavilion
Moody Park**

Dear Ms. Beaston:

EWR Architects, Inc. (Architect) is pleased to submit our proposal to the City of Fairview Heights (Owner) to provide architectural and engineering design services for the proposed New Main Pavilion Replacement at Moody Park. We understand the scope of the project includes assisting you in exploring options to design and configuration, and subsequently to fully designing and preparing construction documents for the reconstruction of the pavilion and concession building therein. The project will include the demolition of the existing pavilion and concession building and outfitting the new concession building with new cabinetry and equipment. We will prepare several options to you for the new pavilion layout and exterior design concept. We will include structural, electrical, plumbing and mechanical engineering services. We will design the project to fit and blend into the previously developed master plan and development as completed of the central park pavilion space, accomplished recently by the City under the design by Planning Design Studio.

SUMMARY OF BASIC SERVICES:

Our professional services shall include the following phases, and this proposal letter shall be incorporated into the contract, which shall be an EWR Architects Standard Limited services agreement form, attached. The services provided will include architectural and engineering as necessary.

(SD) Schematic Design Phase - This phase includes:

1. Attend a kick-off meeting with City staff to confirm the design criteria and space

- program requirements more fully.
2. Prepare conceptual space plans and sketches of several possible solutions to the new [pavilion design and reconfiguration.
 3. Review alternative design layouts and options with Owner.
 4. Prepare a final preliminary concept plan for review and approval.
 5. Perform a preliminary code analysis to assure compliance.
 6. Prepare a statement of probable construction cost of the selected concept.
 7. Prepare an outline spec and narrative of building systems and major materials.
 8. Issue final SD submittal including building plan(s) and elevations/sketches documenting the project solution as accepted.

**(DD) Design Development and (CD) Construction Document Phase -
Bidding and Construction Period Phases**

Schematic Design, Design Development and Construction Documents Preparation Phases as well as Bidding and Construction Period services shall be provided as are typically required and as defined under the AIA B101 Owner – Architect Agreement and as accepted by the design profession and the construction industry.

Design Development – EWR shall proceed with developing the selected design in more detail, including structural design and calculations, lighting and electrical power components, defining construction materials in depth, determining the demolition scope, and advancing the drawings to a 35% complete stage for all disciplines.

Construction Documents Phase – EWR shall complete the design drawings for all architectural and engineering of the new pavilion, concession building and the site work required for suitable purpose of bidding and construction.

Bidding Phase – EWR shall assist the City in preparing the advertisement, issuing plans to bidders, receiving bids and evaluating same and recommending an award of contract through public bidding procedures to a responsible contractor to construct the facility and prepare the contract for construction.

Construction Period Phase – EWR shall acting as the owner’s agent, administer all correspondence, construction observation, submittal reviews, contractor pay request reviews, any RFI responses or changes in the work and document same for owner approval and final inspection and substantial completion approval.

DELIVERABLES:

The following documents, in the following quantities, will be provided by Architect at the end of each phase:

Three (3) copies of narratives, specifications, estimates and drawings for the Owner's review and retention.

ASSUMPTIONS:

1. AutoCAD or REVIT will be utilized for project drawings. Master Spec will be used for specifications and project manual. AIA documents shall form the basis for contractual documents and with added sections for City bidding requirements.
2. This proposal is based upon use of existing plans as available, for site planning and detailing of site construction features, including existing plans of the PDS project.

SCHEDULE & FEE BREAKDOWN:

We are prepared to start our work on this project immediately following our receipt of a signed copy of this proposal and contract. We fully expect to be able to provide our work to you within the schedule indicated.

Schematic Design Phase– 30 calendar days – 15% of Total Fee

Design Development Phase – 21 Days – 20% of Total Fee

Construction Documents Phase – 40 days – 45% of Total Fee

Bidding Phase – 30 days – 5% of Total Fee

Construction Period Phase – 180 days – 15% of Total Fee

OWNER'S RESPONSIBILITIES:

The Owner agrees that it is their responsibility to:

1. Review documents submitted by the Architect for review, and to make decisions which affect design work in a timely manner to avoid schedule delays.
2. Provide full information regarding requirements for the project.
3. Designate a representative authorized to act in the Owner's behalf with respect to the project.

FEES:

EWR Associates, Inc. (Architect) proposes to perform the above scope of work for a total fixed sum fee of Twenty-nine Thousand Two Hundred Fifty Dollars (\$29,250.00) for basic services. Any additional services shall be at EWR standard hourly rates.

REIMBURSABLE EXPENSES:

The Architect shall be compensated for reimbursable expenses incurred in performance of the services described herein, over and above the lump sum fee amount stated above. Reimbursable expenses shall be invoiced at Architect's actual cost, except printing which shall be at EWR's reimbursable rates, attached hereto.

Reimbursable expenses include the following:

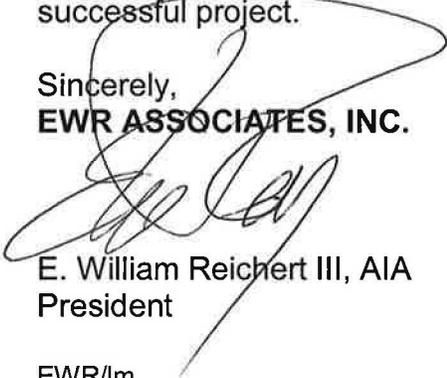
- 1. Reproduction of plans, specifications and other documents including those listed in this Proposal as Deliverables
- 2. Mileage and telecom services are not a reimbursable, but included in the fee.
- 3. If Geotechnical services are required, these will be reimbursable.

Attachments:

EWR Limited services agreement.

If this proposal is acceptable, please sign in the appropriate spaces and return one signed original of this proposal and the contract to our office. We greatly appreciate the opportunity to provide this proposal, and look forward to working with you to make a successful project.

Sincerely,
EWR ASSOCIATES, INC.



E. William Reichert III, AIA
President

EWR/Im

Enclosures

ACCEPTED: City of Fairview Heights

By: _____

Title: _____

Date: _____

PROPOSED RESOLUTION NO. 78-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HANK'S EXCAVATING & LANDSCAPING, INC. FOR DEMOLITION AND CLEAN UP OF THE PROPERTY LOCATED AT 9755 GREENRIDGE HEIGHTS.

WHEREAS, the City of Fairview Heights is desirous of maintaining the health, safety and welfare of properties in the City; and

WHEREAS, the City of Fairview Heights has the authority to order property which is not maintained to the standards as set forth in the City's Property Maintenance Code to be corrected or demolished; and

WHEREAS, the City has been granted authority by the Circuit Court for the Twentieth Judicial Circuit Court, St. Clair County, IL to demolish the building at 9755 Greenridge Heights, Fairview Heights, IL.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be and is hereby authorized to enter into an agreement with Hank's Excavating & Landscaping, Inc., 5825 West State Route 161, Belleville, IL 62223 for the demolition and cleanup of the property at 9755 Greenridge Heights, IL 622208 in an amount not to exceed NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00) pursuant to the bid attached hereto, made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

**FAIRVIEW HEIGHTS BID PACKET 01-16 DEMOLITION
PROPERTY LOCATED AT
9755 GREENRIDGE HEIGHTS
CONTRACT DOCUMENTS**

INVITATION TO BID

1. The proposed WORK is officially known as the **"City of Fairview Heights Bid Packet 01-16 Demolition"** and is further described as follows:
 - a. Demolition of all structures, including at grade floor slabs, footings and foundations at 9755 Greenridge Heights;
 - b. Removal of all debris from structures and all debris on property not associated with the structural demolition;
 - c. Disposal of all debris from property in accordance with all City, County, State and Federal laws and regulations, including disposal of debris in an approved IEPA landfill with copies of receipts reflecting the disposal of the debris. Contractor shall provide the City with the name and address of the approved landfill prior to demolition;
 - d. Contacting all utilities for disconnection of all utility services on property and properly capping services within the regulations and requirements of utility owners prior to demolition;
 - e. Furnish and install necessary backfilling, topsoil and seeding on all disturbed areas;
 - i. top two (2) feet of fill shall not contain material no more than two inches in diameter and shall be compacted
 - ii. top six inches of fill/topsoil shall be appropriate for planting grass and shall be graded smooth
 - iii. soil erosion control measures to be utilized as necessary
 - f. Obtain City of Fairview Heights Demolition Permit (no fee required);
2. Bids for the **City of Fairview Heights Bid Packet 01-16 Demolition** project will be received and preliminarily evaluated on a lump sum basis.
3. Sealed Bids for **City of Fairview Heights Bid Packet 01-16 Demolition** will be received by the OWNER (City of Fairview Heights, Illinois) at the City Clerk's Office, City Hall, 10025 Bunkum Road, Fairview Heights, IL 62208, until **2:00 PM (CDST) on Wednesday August 17, 2016**. All Bids received will be publicly opened and read aloud at the above stated time in Mayor's Conference Room of City Hall.
4. Copies of the Contract Documents may be obtained at City Clerk's Office, 10025 Bunkum Road, Fairview Heights, IL 62208.

5. ~~A Bid Security in the amount of ten percent (10%) of the Bid must accompany each BID. Required Bid Security shall be in the form of a certified check, bank check or Bid Bond issued by a Surety.~~ WAIVED
6. In the employment and use of labor, the CONTRACTOR shall conform to all State of Illinois Statutory requirements regarding labor. CONTRACTOR shall pay to all laborers, workmen and mechanics performing work under the CONTRACT, not less than the prevailing rate of wages as determined by the Illinois Department of Labor.
7. In the employment and use of labor, the CONTRACTOR shall conform to all Illinois Human Rights requirements regarding labor and human rights.
8. The OWNER reserves the right to waive irregularities and to reject any and all BIDS.
9. Permits and Ordinances: Procure and pay for all necessary permits or certificates required to complete the work specified, including demolition permits. Make any and all notifications and comply with all applicable Federal, State and Local ordinances.
10. Disposition of Removed Material: All material removed under this contract shall become the property of the Contractor and be promptly removed from the site. Contractor shall not store or permit debris to accumulate on site. Remove from the site all debris, rubbish, and other materials from demolition and dispose of same legally.
11. The successful bidder shall enter into the attached "City of Fairview Heights, Illinois Project Labor Agreement" covering such construction, alteration, painting, or repair projects.

12. CONTRACT TIME

1. Final Completion of WORK shall be forty (40) calendar days from the commencement of the Contract Time.

PAYMENT PROCEDURES

1. CONTRACTOR shall submit one (1) pay request after WORK is completed.
2. Waiver of Mechanic's Lien: With the Application for Payment, the CONTRACTOR shall submit waivers of mechanic's lien from every subcontractor, individual or other entity that may be lawfully entitled to file a claim pursuant to the Mechanic's Lien Act arising out of the Contract and related to the WORK covered by the payment. Submit waivers of liens on forms, executed in a manner acceptable to OWNER.

BONDS AND INSURANCE

1. Performance and Payment Bonds: CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the CONTRACT PRICE as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due.
2. Certificate of Insurance:
 - a. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified, which CONTRACTOR is required to purchase and maintain. The OWNER shall be listed as additional insured on the CONTRACTOR'S General Liability policies and on Property Insurance Policies. The insurance certificate holder shall be OWNER.
 - b. Certified copies of the original policies or Certificates of Insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be submitted to the OWNER before the OWNER will execute the Agreement.
 - c. All costs for insurance as specified herein shall be considered as included in the cost of the Contract. The CONTRACTOR shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR from its obligation to indemnify the OWNER in excess of the coverage according to the Contract.
 - d. To insure financial stability, the insurance carrier selected by the CONTRACTOR shall be rated no less than A- as published in the "Best's Guide."

3. Insurance Requirements: CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the WORK being performed and as will provide protection from claims which may arise out of or result from CONTRACTOR'S performance of the WORK and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the WORK, or by anyone for whose acts any of them may be liable.

The CONTRACTOR shall provide the following insurance and provide coverage's for not less than the following amounts:

- a. Worker's Compensation:
 - i. State: Statutory
 - ii. Employer's Liability: Standard Limits

- b. Contractor's General Liability:
 - i. General Aggregate (Except Products – Completed Operations): \$500,000
 - ii. Personal and Advertising Injury (Per Person/Organization): \$250,000
 - iii. Product – Completed Operations Aggregate: \$500,000
 - iv. Each Occurrence (Bodily Injury and Property): \$500,000
 - v. Limit per Person Medical Expense: \$10,000
 - vi. Excess Liability: \$500,000 (standard language regarding a combo of primary policies in the alternative)

- c. Commercial Automobile Liability:
 - i. Bodily Injury:
 - 1. Each Person: \$500,000
 - 2. Each Accident: \$500,000
 - ii. Property Damage:
 - 1. Each Accident: \$500,000 *OR*
 - 2. Combined Single Limit: \$500,000

- d. Contractual Liability Insurance:
 - i. General Aggregate: \$500,000
 - ii. Each Occurrence (Bodily Injury and Property Damage): \$500,000

CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

1. CONTRACTOR has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
2. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable by CONTRACTOR.

MISCELLANEOUS

1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
2. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

OWNER CONTACT

Timothy Tolliver, Director
Land Use & Development Department
10025 Bunkum Rd.
Fairview Heights, IL 62208
tolliver@cofh.org
(618)489-2060

BID FORM

Project Identification: **City of Fairview Heights Demolition Packet 01-16**

This BID is submitted to: City of Fairview Heights, Illinois (OWNER)

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with OWNER in the form included in the BID to perform and furnish all WORK as specified or indicated in the BID for the Contract Price within the Contract Time indicated in this BID and in accordance with the other terms and conditions of the BID.
2. CONTRACTOR accepts all of the terms and conditions of the BID, including without limitation those dealing with the disposition of BID security. This BID will remain subject to acceptance for ninety (90) days after the day of the BID opening. CONTRACTOR will sign and submit the BID and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award. Any bid for which the bidder specifies a short acceptance period may be rejected.
3. In submitting this BID, BIDDER acknowledges that it has familiarized itself with the nature and extent of this BID FORM, WORK, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
4. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. BIDDER is required to submit unit prices for the BASE BID. Contract award shall be based on the total of the BASE BID only. Note that the OWNER is exempt from paying State Sales Tax for materials and services for this PROJECT; therefore, BIDDER'S prices shall not include State Sales Tax. BIDDER will complete the WORK for the following price(s):

BASE BID:

Item No.	Item	Unit	Price
1	9755 Greenridge Heights	LS	9500.00

TOTAL LUMP SUM BID \$ 9500.00

TOTAL WRITTEN IN WORDS Nine thousand five hundred dollars.

SUBMITTED on August 17, 2016.

If BIDDER is:

An Individual

By _____ (SEAL)

Doing business as _____

Business address: _____

Phone Number: _____

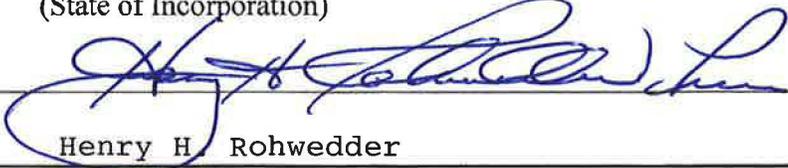
A Corporation

By Hank's Excavating & Landscaping, Inc. (SEAL)
(Corporation Name)

Illinois

(State of Incorporation)

By



Henry H. Rohwedder

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest



(Secretary) Henry H. Rohwedder

Business address: 5825 West State Route 161
Belleville, IL 62223

Phone Number: 398-5556

**City of Fairview Heights
Apprenticeship or Training Program Certification Form**

Return with Bid

The City of Fairview Heights voted into legislation Ordinance Number 1608-2013, which requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the City Council. In addition to all responsibility factors, this contract of deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are: (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with bidders employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers - Illinois Labor & Contractors Trust Fund

Equipment Operators - Local 520

Cement Masons - Local 90 & 143

Teamsters - Joint Council No. 25 Training Fund

Subcontracted Work – None

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all of part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The City at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Hank's Excavating & Landscaping, Inc.
Bidder: _____

By: _____



Signature

Address: 5825 West State Route 161 Title: Henry H. Rohwedder, President
Belleville, IL 62223

RETURN WITH BID

"EXHIBIT A"

**CITY OF FAIRVIEW HEIGHTS, ILLINOIS
PROJECT LABOR AGREEMENT**

As adopted on November 10, 2004 by the
Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this _____ day of _____, 2015 by and between _____ and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the Demolition of 9755 Greenridge Heights.

ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as:

Demolition of 9755 Greenridge Heights

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been no such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the Signatory Union Affiliate.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to _____ (Owner), and nothing contained herein shall be construed to prohibit or restrict _____ (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the "Union Letter of Assent", in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as "Signatory Union Affiliates" and affiliate

unions that have not signed the Union Letter of Assent will be referred to as "Non-Signatory Union Affiliates."

ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate's current Collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day **(to be celebrated on November 11)**, Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE VI-MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

ARTICLE VIII - SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE IX - SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE XI - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII - JURISDICTIONAL DISPUTES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates, will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- a. The party invoking this procedure shall notify _____ whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.

- c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *exparte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4,¹ and to assess liquidated damages.

ARTICLE XIV - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: 8/17/16


(Contractor Representative)

Hank's Excavating & Landscaping, Inc.

(Firm's Name)

5825 West State Route 161

(Firm's Address)

Belleville, IL 62223

618-398-5556

(Phone Number)

Date: _____

Dale Stewart, Exec. Sec.-Treas.

Southwestern Illinois Building &

Construction Trades Council

2A Meadow Heights Professional Park

Collinsville, IL 62234

PROPOSED RESOLUTION NO. 79-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #148, AFL-CIO COVERING RATES OF PAY, WAGES, HOURS OF EMPLOYMENT AND OTHER CONDITIONS OF EMPLOYMENT FOR MEMBERS OF SAID UNION EMPLOYED BY CITY CLERK, LIBRARY AND LAND USE AND DEVELOPMENT DEPARTMENTS; PUBLIC WORKS AND STREETS AND PARKS AND RECREATION DEPARTMENTS OF THE CITY OF FAIRVIEW HEIGHTS, IL EFFECTIVE MAY 1, 2016 THROUGH APRIL 30, 2020.

WHEREAS, the City of Fairview Heights employs certain individuals, who are members of the International Union of Operating Engineers, Local #148, AFL-CIO, and

WHEREAS, the City of Fairview Heights and members of the International Union of Operating Engineers, Local #148, have reached an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor is hereby authorized to enter into an agreement with the International Union of Operating Engineers, Local #148, AFL-CIO, setting forth certain details of rates of pay, wages, hours of employment and other conditions of employment as detailed in the agreement with the Clerical Unit contract which is attached hereto and made a part hereof and marked "EXHIBIT A"; the Land Use and Development & Public Works Departments contract which is attached hereto, made a part hereof and marked "EXHIBIT B"; and the Public Works and Streets and Parks and Recreation Departments contract which is attached hereto, made a part hereof and marked "EXHIBIT C," effective May 1, 2016 through April 30, 2020.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"

AGREEMENT

Between

CITY OF FAIRVIEW HEIGHTS, ILLINOIS

and

LOCAL UNION NO. 148, AFL-CIO

INTERNATIONAL UNION OF OPERATING ENGINEERS

CLERICAL UNIT CONTRACT

MAY 1, 2016 – APRIL 30, 2020

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PREAMBLE

This Agreement entered into by the City of Fairview Heights, Illinois, hereinafter referred to as the "Employer", and Local Union No. 148 of the International Union of Operating Engineers, hereinafter referred to as the "Union", supersedes and cancels any and all previous agreements, whether written or oral, between the Employer and the Union or any individual, and concludes all collective bargaining between the parties for its term, unless otherwise provided in this Agreement or under law.

The parties agree 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.

The Employer and the Union mutually agree that their objective is to set forth herein their entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of employees in the City Clerks Office, Land Use and Development, and the Library Departments of Fairview Heights; and to provide for prompt and fair settlement of grievances without any work stoppages or any other activities which interfere with the operation of the City Clerks Office, Land Use and Development Department, and the Library. It is the Employer's and the Union's desire to provide the people of Fairview Heights, Illinois, with the highest-quality service by mutual agreement through good-faith negotiations.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1.01 - Employees Covered. The Employer and the Union agree that for purposes of administration, this Agreement shall pertain to the full-time, regular positions of Bus Aide/Clerk, Office Clerk and Clerk, Insurance Clerk and Clerk Typist, Youth Services/Assistant Director, Library Clerk III and Library Clerk II (as certified by the Illinois State Labor Relations Board on May 5, 1993, in case number S-RC-93-36) and Land Use and Development Department Clerical Unit Secretary Grade 4 and Clerk 3 (as certified by the Illinois State Labor Relations Board on

June 1, 1998, in case number SRC-98-82). Temporary employees shall not be covered by this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 2.01 – Management’s Rights. The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct the employees of the City of Fairview Heights, including any of its Department, in all aspects, including, but not limited to all rights and authority granted by law or exercised by the Employer, except as expressly modified in this Agreement. Except as otherwise expressly stated herein, the policies of the Employer, including the Fairview Heights City Clerk’s Office, Land Use and Development Department, and the Library, are not to be considered a part of this Agreement. The rights and authority of the Employer include, but are not limited to, the rights to:

- a. determine its mission, policies and to set forth all standards of service offered to the public;
- b. plan, direct, control, assign and determine the operations or services to be conducted by its employees.
- c. determine the methods, means and number of personnel needed to carry out its mission;
- d. direct the entire working force, including the establishment of work standards;
- e. select, hire, schedule, assign and evaluate work, and to transfer employees within its departments, its various sections, and any of its operations;
- f. evaluate, test, promote or demote employees;
- g. suspend, discipline or discharge employees for just cause and with due regard for the principle of progressive discipline when appropriate;
- h. layoff or relieve employees;
- i. make, publish and enforce rules and regulations;
- j. introduce new or improved methods, equipment or facilities;

- k. contract out for goods and services to the extent permitted by this Agreement.

The Employer has the sole authority to determine the purpose and mission of the Fairview Heights City Clerk's Office, Land Use and Development Department, and the Library Department and the amount of budgets to be adopted thereto.

The Employer agrees that the management's rights enumerated above shall not be exercised for the purpose of evading or undermining this Agreement.

Section 2.02 - Subcontracting. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs; provided, however, the Employer shall not subcontract work for the purpose of undermining the bargaining unit or evading the terms and conditions of this Agreement. The Employer agrees that employees will not be laid off due solely to the Employer's subcontracting for services. When practical, prior to subcontracting, representatives of the Personnel Committee and the City Administrator will meet with representatives of the Union to advise them as to the extent and nature of the Employer's subcontracting.

Section 2.03 - Outside Employment. In the event an employee is employed by any entity other than the Employer, said employment shall not affect the performance of his/her duties, nor shall such employment interfere with any operations of the Employer, nor render the Employer unable to meet its work force needs, nor shall it constitute, nor reasonably and objectively appear to constitute, a conflict of interest with employment for the Employer.

An employee shall show proof of liability insurance for any and all such employment elsewhere upon request by the Employer. Any employee working for any entity, other than the City of Fairview Heights, shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving such other employment.

Should an employee's employment by an entity other than the City of Fairview Heights violate the terms of this Section, the employee shall, upon written demand of the Employers, promptly terminate such other employment, and failure to do so will be grounds for disciplinary action.

Employees covered by this Agreement who accept employment with an entity other than the City of Fairview Heights, Illinois, shall notify the Employer in writing of such employment.

Section 2.04 - Civil-Emergency Conditions. If it is determined by the Employer 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 covering working hours,

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overtime canvassing, job assignments and vacations may be suspended by the Employer for such time as is reasonably necessary for the Employer to respond to the extreme civil emergency, provided that the Employer complies with applicable state-and federal laws. With respect to the processing of grievances under this Agreement, all time limits-for filing and responding to grievances will be extended for the duration of the suspension of normal operations. The Employer and the Union shall mutually agree on the resumption of said time limits.

Section 2.05 - Supervisors. Supervisors may perform work presently or previously performed by employees if supervisors have historically performed such work.

The above paragraph notwithstanding, no supervisor, unless a threat to public health or safety exists, shall perform work presently or previously performed by employees if so doing would deprive an employee of an overtime opportunity. It is agreed, however, that should all available employees be assigned to perform the overtime work, including callouts, a supervisor may work with the employees so assigned to perform the work outside regularly scheduled hours; that is, so long as employees are allowed the opportunity to work the overtime, the supervisor may also perform the work.

This section shall not apply to employees who are laid off.

Section 2.06 - Volunteers. Routine jobs that can be performed by Library Volunteers: Any job duty performed in the Page Job Description, shelf reading, cleaning records and other audiovisuals, cutting and clipping of program materials, coupons, vertical file materials, and dusting and cleaning of materials on shelves. Any new duties will be discussed with the Union before being assigned by the Supervisor.

EXCEPTIONS:

Jo Lee and Connie Kinsella are considered grandfathered volunteers. Special projects such as cleaning day and etc. are not limited.

In the event of lay offs or reduction of hours of Bargaining Unit employees, the City will not permit the use of volunteer or Pages to undermine Bargaining Unit jobs.

Section 2.07 - Discipline. Counselings and written warnings one (1) year old or older shall not be the basis for further discipline. Warning notices which do not expire by their term shall be given such weight as is reasonable under all the circumstances.

ARTICLE 3 - UNION SECURITY

Section 3.01 - Dues Deduction. Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deduction monthly to the International Union of Operating Engineers, Local Union No. 148, at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to the effective date of such increase(s).

Section 3.02 - Dues. With respect to any employee on whose behalf the City Treasurer receives written authorization on a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Treasurer by the Union. Union dues will be deducted from the pay of an employee only upon signed, written authorization by the employee and shall be subject to revocation by him/her at any time by means of a separate signed, written order by the employee. Revocation of dues deduction by the employee shall be effective ten (10) business days after said signed authorization is given to the Treasurer by said employee, and shall not apply to dues deducted prior to the effective date of revocation.

Should any employee revoke his/her authorization, he/she shall be eligible to request dues deduction by the Employer by submitting a newly completed, signed, written authorization; provided said reauthorization shall be submitted to the Treasurer only during the first week of the first pay period occurring in February or August.

Section 3.03 - Fair Share. Any employee who is not a member in good standing of the Union or ceases to be a member in good standing of the Union shall be required to pay a fair share of the cost of the collective-bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall deduct from the wages of any employee the fair-share financial obligation, as certified to the Employer by the Union, provided that the Union has certified in writing to the Employer, with sufficient and conclusive documentation, that:

- a. The employee has not applied for membership, or the employee is not a member in good standing and has been delinquent in his/her obligation to pay dues under this Article, or the employee has not paid his/her dues directly to the Union through means other than Employer checkoff, for at least thirty (30) days, and;
- b. The Union has provided reasonable notification to the employee of his/her obligation under this Article, of the manner in which the Union has calculated the fair-share fee, and of the Union's fair-share-objection procedure, and;
- c. The employee has been given a reasonable opportunity to pursue the fair-share objection procedure.

The Employer shall forward the fair-share amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made.

Any bargaining-unit employee who objects to the fair-share amount, as determined by the Union, will be provided a copy of the Union's fair-share objection procedure. The Union's procedure for resolution of fair-share fee objections shall comply with all applicable federal and state law.

The fair-share provisions of this Agreement shall be applied so as to safeguard the associational and nonassociational rights of employees to the extent and under the terms provided by applicable federal and state law.

Objections by an employee, or any difference or dispute between the Union and an employee concerning fair-share, shall not be subject to the grievance procedure provided for in this Agreement. However, the grievance procedure shall be available for resolution of any difference or dispute between the Union and the Employer concerning the Employer's compliance with the provisions of this Article.

Section 3.04 - Indemnity. The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits, legal costs or other forms of liability (monetary or otherwise) 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.

Section 3.05 - Cost of Administration. The Employer reserves the right to negotiate with the Union over any costs incurred by the Employer in complying with this Article.

ARTICLE 4 - UNION ACTIVITIES

Section 4.01 - Nondiscrimination. Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

Section 4.02 - Visits by Union Representatives. Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the appropriate department head in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

Section 4.03 - Union Activities. Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allow, a unit representative will be permitted reasonable time away from his/her assigned job without loss of pay during working hours to:

- a. investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Article of this Agreement;
- b. transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- c. consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

"Unit representative" shall be defined as an employee elected or appointed by the Union. The Union shall elect and/or appoint two (2) employees as unit representatives, and two (2) employees as alternate unit representatives. The Union shall notify the Employer, in writing, as soon as such employees are elected or appointed. Said written notice shall be sent to the employee's Department Head.

No employee, unit representative nor alternate unit representative shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized by this Article shall not interfere with the efficient operations of the Employer.

Section 4.04 - Union Leaves. An employee may periodically be given leave of absence of one week or less in duration without pay, but with no loss of seniority, for the purpose of attending

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Union meetings, conventions or conferences. It is understood that requests for such leaves shall be made at least ten business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Departments of City Clerk's Office, Land Use and Development, or the Library.

An employee may be granted an unpaid leave of absence of more than one week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

ARTICLE 5 - NO STRIKES/NO LOCKOUTS

Section 5.01 - No Strike. During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slow-down, work stoppage, unauthorized absence, "work-to-rule" action, strike, picket, nor any other interference with the operations, statutory functions or obligations of the Employer.

Section 5.02 - No Lockouts. During the term of this Agreement; in consideration for the promise by the Union and the employees it represents to refrain from the conduct prohibited by Section 5.01, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Section 5.03 - Resumption of Operations. The Union agrees to notify all bargaining-unit employees and officers of the Union of their obligation and responsibility for maintaining compliance with this Article. The Union further agrees, in the event of action prohibited by Section 5.01, that it shall immediately act and request employees to return to work, and it shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.04 - Penalty. The Employer may discharge or discipline any employee who fails to carry out his/her responsibilities under this Article, subject to challenge by the Union under the Grievance Procedure of this Agreement. The failure to confer a penalty in any instance by the Employer is not a waiver of such right in any other instance nor is it a precedent. The failure of the Union to grieve any action taken by the Employer shall likewise not constitute a waiver nor set a precedent in any other instance.

Section 5.05 - Judicial Restraint. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.01 - Definition. A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement and the Employer with respect to the meaning or application of a provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of a provision of this Agreement. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

A grievance shall be solved in the following manner:

Section 6.02 - Grievance Procedure Steps. A grievance shall be resolved in the following manner:

Step I - Verbal Step: The affected employee, and/or the unit representative, shall orally discuss the grievance with his/her immediate supervisor who is outside the bargaining unit with the objective of settling the matter informally. It is expressly understood that if a discussion with the supervisor is intended to be the initiation of this grievance procedure, the employee, or the unit representative on behalf of the employee, and the supervisor will sign and date a Step-1 grievance form. Absent such a signed, dated form, the discussion between the parties shall not be considered as initiating the grievance procedure.

Step 2 - Written Step: If the grievance is not resolved at Step 1 and the employee wishes to file a written grievance, either he/she or the Union shall, within ten (10) business days of the Step-1 response or within ten (10) business days after the Step-1 response is due, serve a written grievance to the Department Head or his/her designee, at which time the Department Head or designee will return a signed; dated copy to the employee. 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 express provision(s) of the Agreement allegedly violated, state the contention of the employee(s) with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected and the Union.

Within five (5) business days after receipt of the written grievance, the parties involved shall meet or hold other discussions in an attempt to resolve the grievance. The Department Head, or his/her designee, shall give his/her written response, within ten (10) business days following the meeting, to the affected employee and the unit representative.

Step 3 - Personnel Committee: If the grievance is not resolved at Step 2 and the employee wishes to pursue the grievance, either he/she or the Union may, within ten (10) business days of the date of the Step-2 answer, or within ten (10) business days of the date the Step-2 answer was due, submit a written request to meet with the Personnel Committee of the City Council.

The Personnel Committee shall schedule a closed meeting on the grievance to take place at a time mutually agreeable to the Employer and the Union. Each party shall be entitled to present any and all relevant documents and present and question any persons familiar with the facts of the grievance. The meeting shall be closed to the public. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the Committee's hearing. The Committee, or its designee, shall mail its response to the Union's business office within ten (10) business days following the meeting.

Step 4 - Mediation: If the grievance is not satisfactorily resolved at Step 3, it may be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step-3 response, or within fifteen (15) business days after the Committee's Step-3 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) 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 voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties. If the parties fail to reach a voluntary settlement, the mediator shall issue an advisory opinion.

Step 5 - Arbitration: If the grievance is not satisfactorily resolved at Step 4 in accordance with the grievance-mediation procedure, the Union may request in writing, within fifteen (15) business days after the mediator has issued an advisory opinion, that the grievance be submitted to binding arbitration. In the event the Union requests arbitration in writing,

the parties shall jointly submit a written request to the FMCS to supply a list of seven (7) arbitrators. 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 parties shall reach agreement upon an arbitrator within ten (10) business days after receipt of the list from FMCS. Both the Employer and the Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with the Union striking the first name, the Employer striking the second name, and so on, until one name remains. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date upon which the parties can mutually agree. Once a mutually agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the hearing.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the court reporter, a transcript for the arbitrator, and the hearing room, if any. The arbitration hearing will be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 6.03 - 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 and the practice thereunder 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 be without power to make decisions contrary to or inconsistent with applicable federal and state law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms and practices of this Agreement to the facts of the grievance presented. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding.

Section 6.04 - Time Limits. Time limits set forth in this Article may be extended by mutual agreement of the Union and the Employer. Failure on the part of the grievant to meet any time requirement shall be interpreted as terminating the grievance on a non-precedent-setting basis. Failure on the part of the Employer to meet any time requirement shall allow the grievant to

automatically use the next step of the procedure. The parties may agree to waive any step of the grievance procedure by mutual agreement.

In computing time limits under this Article, the first business day of any time limit shall be the first business day occurring after the occurrence or event giving rise to the grievance, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given by the Employer; the last business day of that time limit shall be deemed to end at 5:00 PM on that business day.

Section 6.05 - Employee Time Off. The Employer agrees to allow limited and reasonable time during regularly scheduled work hours for processing a grievance in Steps 1, 2 or 4, provided such time off does not interfere with the operations of the Employer. The Employer agrees to allow limited and reasonable time during regularly scheduled work hours to attend a Step-3 and/or Step-4 hearing. The Employer may allow an employee reasonable and limited time off from duty, at no expense to the Employer to attend other steps of this grievance procedure such time off will not interfere with the operations of the Employer.

Under no circumstances shall the processing of grievances, attendance at Step-3 and/or Step 4 hearings nor other time off result in overtime compensation to any employee. The employee must obtain prior approval from the appropriate supervisor for any grievance-related time off. Approval will not be unreasonably denied.

Section 6.06 - Business Day Defined. For the purpose of this Agreement, “business day” shall be defined as a day on which the Fairview Heights city hall is open for regular business to the public, Monday through Friday, from the hours of 8:30 a.m. to 5:00 p.m., excluding holidays as defined in Article 12, Holiday, of this Agreement.

ARTICLE 7 - SENIORITY

Section 7.01 - Seniority Defined. For the purposes of this Agreement, seniority shall be defined as an employee’s length of continuous, full-time service on behalf of the Employer since his/her last date of hire, less any adjustments due to leaves of absence, if applicable. The application of seniority shall be limited to the express provisions of this Agreement.

For the purposes of this Agreement, the following definitions shall apply:

Local Union Seniority: Local union seniority is defined as seniority resulting from employment in a bargaining-unit position in the Public Works or Parks and Recreation Departments, as opposed to employment with the Employer.

City Seniority: City seniority, as used in this Agreement, shall be defined as seniority as provided in the first paragraph of this Section.

Section 7.02 - Tied Seniority. Should any employee be tied with another in Local Union Seniority, the employee with the greater City Seniority shall be deemed the more senior employee for the purposes of this Agreement.

Section 7.03 - Probationary Period. “Probationary employee” is defined as an employee who has been employed by the Employer for nine (9) calendar months of full-time, nontemporary, continuous service or less since his/her last date of hire. The Probationary period shall be nine (9) months of full-time or 1170 hours of part time, continuous service since the employee’s last date of hire, whichever comes first.

During the probationary period, a probationary employee may be discharged, disciplined, laid off, or otherwise dismissed at the sole discretion of the Employer, with respect to which the employee shall have no recourse to review.

There shall be no seniority among probationary employees other than as expressly provided in this Section. After successful completion of the probationary period, an employee shall be granted seniority and added to the seniority list as of his/her date of hire. However, a probationary employee’s length of service will be a consideration for the purposes of overtime assignments and promotions to bargaining-unit positions during the final three (3) months of the probationary period.

An employee’s probationary period may be extended by mutual agreement between the Employer and the Union.

Section 7.04 - Breaks in Seniority. Any and all seniority and the employment relationship shall be terminated for the following reasons:

- a. If an employee is discharged, unless the discharge is reversed;
- b. If an employee retires, quits or resigns;
- c. If an employee is absent for three (3) consecutive work days without notifying the Employer, and does not give a satisfactory reason for failing to report;

- d. If an employee who has been laid off fails to return to work on the prescribed date after being properly notified to report to work, and does not give a satisfactory reason for failing to report;
- e. If an employee fails to return from an authorized leave of absence on the appointed date, and does not give a satisfactory reason for failure to report;
- f. If a nonprobationary employee is laid off for a period of twenty-four (24) continuous calendar months, he/she shall, however, not lose his/her seniority, if it exceeds twenty-four (24) months, unless he/she is laid off for a continuous period equal to the seniority he/she had acquired under Section 7.01 of this Article at the time of layoff. In the event that an employee, with five (5) or more years of service is laid off in excess of five (5) continuous years, then the seniority of such employee shall terminate.

Section 7.05 - Layoffs. The Employer at its sole discretion shall determine whether layoffs are necessary. In the event of layoffs, employees shall be laid off from the affected job classification in accordance with: the employee's demonstrated skills, qualifications and ability to perform the remaining work available without further training and the employee's local union seniority. Where two or more employees have demonstrated sufficient skills, ability and qualifications to perform the work without further training, then the employee(s) with less (or the least) local-union seniority will be laid off first from the job classification.

An employee, who as a result of layoff loses his/her position, may accept the layoff or may bump into an equal- or lesser-ranked, bargaining-unit job classification. Said employee will be permitted to bump an equal- or lesser-ranked bargaining unit employee with less seniority, provided the more senior employee can demonstrate that he/she is sufficiently skilled, able and qualified to do the work of that job classification which the less senior employee holds.

Section 7.06 - Layoff Status and Recall. Employees who are laid off shall be considered on layoff status for a period of twenty-four continuous months from the date on which they were laid off. During this period of layoff status, if there is a recall to the job classification from which a lay-off occurred, employees who are still on layoff status shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. No new employee shall be hired into a bargaining-unit classification until employees from that job classification who are on layoff status have been offered recall. Moreover, employees who are laid off will be recalled to another bargaining unit position, if capable of performing the work without substantial additional training, prior to hiring someone new from outside the bargaining unit. However, employees on

layoff status shall not be entitled to any accrual of seniority of any kind nor any form of compensation by the Employer during layoff status.

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 with a copy to the Union, provided that the employee must notify the Department Head of his/her intention to return 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, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee on layoff status to provide the Department Head with his/her current mailing address.

Section 7.07 - Job Bidding. Employees shall be permitted to bid on jobs which the Employer intends to fill within the bargaining unit prior to the Employer hiring from outside the bargaining unit in accordance with the following procedure:

- a. Job openings which the Employer intends to fill will be posted for seven (7) business days or until the position is filled.
- b. An employee from the division where the opening occurs who has applied for the job opening in writing to the Department Head within the time of posting will be considered for the job on the basis of Local Union seniority; provided that, in the opinion of the City (subject to the provisions of Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.
- c. When the job opening is not filled by an employee within the division in which the opening occurs by Local Union seniority, an employee from another division or department will be considered for the job on the basis of Local Union seniority; provided that, in the opinion of the City (subject to the provisions of Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.
- d. When the job opening is not filled by an employee within the contractual unit Covered by this Agreement as specified above, all other regular part-time and full-time City employees will be considered for the job based on skills, abilities and qualifications for the job before any temporary employee or new hires are considered, provided that, in the opinion of the City (subject to the provisions of

Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.

An employee scheduled for absence from work due to taking paid vacation for an entire posting period: 1) may be advised of the vacancy prior to the posting in order to allow him/her to apply for the vacancy, or 2) shall be sent a notice of the opening by the Employer by certified mail to the employee's last known address not later than the first day of posting, it being the obligation and responsibility of the employee to provide his/her Department Head with his/her current mailing address. In either case, if the employee wishes to apply for the opening, he/she shall have delivered his/her written application to the Department Head in whose department the opening occurs on or before the last day of the posting period. If the Department Head does not receive said employee's written application on or before the last day of posting, then the employee shall be deemed to have waived any and all rights to apply for the position.

Section 7.08 - Seniority List. Seniority of employees covered by this Agreement shall be in accordance with Appendix A of this Agreement. Said Appendix A shall fully resolve any and all questions of both local union seniority and seniority affecting employees covered under this Agreement.

The Employer shall maintain and keep current said seniority lists in Appendix A. Any and all revisions to said Appendix shall be sent to the bargaining-unit vice president.

Section 7.09 - City Clerk's Employees. Employees in the City Clerk's Office shall not be dismissed because of a newly elected City Clerk.

Section 7.10 - Testing. A Union steward shall be permitted to witness the testing of employee(s) performing required job functions when such testing is required to determine an employee's qualifications for a particular job.

Section 7.11 - Successful Bidder. An individual who is a successful bidder into a new position will be on probation in the new position for a three (3) month period and subject to removal from that position and return to their former position by the City at any time during the probationary period due solely to not being able to satisfactorily perform the duties of the position. Prior to the City removing the Employee from the position, there shall be a meeting between the City, the Employee and the Union, to discuss the issues regarding the Employee's inability to satisfactorily perform the job duties; in addition there will be a good faith effort by the parties to assist the Employee with the issues affecting their ability to satisfactorily perform the job duties, if possible. The Employee can voluntarily return to their former position at any time during the

first ten (10) working days in the new job. Any Employee who exercises their right to return to their former position may not bid on another opening for a twelve (12) month period.

ARTICLE 8 - HOURS OF WORK

This Article defines the normal hours of work. Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

Section 8.01 - Work Periods. The normal work week shall be between 12:01 AM Monday and midnight the following Sunday. The Employer shall retain the sole right to change the scheduled workweek; however, the Employer shall provide notice of any changes in the normal work schedule as far in advance as is reasonably practical. Prior to hiring additional part-time library employees, current part-time library employees will be offered additional hours of work.

Section 8.02 - Meal Periods. Employees shall be entitled to an unpaid one-half-hour lunch period at or near the middle of each shift of six (6) hours or more.

Section 8.03 - Shift Bidding. If the Employer elects to establish different shift or schedules to any group of employees, the affected employees will be allowed to bid on the new schedules(s) based on seniority.

ARTICLE 9 - OVERTIME

Section 9.01 - Overtime Compensation. The Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the appropriate supervisor. The Employer shall have the right to require overtime work. It shall be incumbent starting with the junior qualified employee(s) to work such overtime assignments.

Overtime will be compensated at the rate of one and one-half (1-1/2) times the base rate of compensation. Overtime compensation for employees will be given for all hours worked in excess of forty (40) hours in a work week, or for hours worked in excess of an assigned shift provided said shift is at least eight (8) hours duration, when such time is required to be worked and assigned by the Employer.

No fringe benefits, other than those mandated by state or federal law, shall accrue due to overtime hours worked.

Section 9.02 - No Pyramiding. Premium compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 9.03 - Call-Outs. An employee called back to work after having left work shall receive a minimum of two (2) hours of overtime compensation unless the time extends to his/her regular work shift. Call-out pay shall not be paid for early reporting to work, working a rescheduled shift, nor due to an employee's being held over beyond the scheduled workday. A call-out does not apply to regularly scheduled overtime, but is meant to include specific call-outs. Employees who are called out on a holiday designated in Section 12.01 (Designated Holidays) of this Agreement shall be compensated at the worked holiday rate.

Call-outs will be assigned in accordance with the overtime canvassing procedure set forth in Section 9.07 of this Article. If the employee accepts or is assigned for call-out, response to the call-out will be immediate.

Whenever an overtime situation occurs at the end of a shift which is anticipated to last one hour or less, the employee performing the work will perform the work required in lieu of utilizing the call-out procedure contained in the Agreement.

Section 9.04 - Compensatory Time. Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 9.01 (Overtime Compensation) of this Agreement.

The use and scheduling of compensatory time must be applied for and approved in advance by the Employer. Compensatory time shall be taken at such times as will not interfere with the efficient operations of the Department. The supervisor may limit the number of employees who can use compensatory time at the same time. If an employee requests compensatory time seven (7) days or more prior to the time that they desire to use it, the supervisor will notify the employee concerning the status of their request at least seventy-two (72) hours before the time off requested. If an employee provides a supervisor with less than seven (7) days but more than forty-eight (48) hours notice of their desire to utilize compensatory time, the supervisor will advise the employee of the status of their request not later than twenty-four (24) hours prior to the time off requested. In any case, compensatory time off will not be taken in increments of less than one (1) hour.

The Employer reserves the right to buyout unused compensatory time in the form of cash. No employee shall be allowed to earn more than forty (40) hours of compensatory time in any one

calendar year without prior written authorization by the Employer. An employee may carry no more than sixty (60) hours of compensatory time at any one time.

An employee can elect to receive pay in lieu of such time off at the time the employee submits his/her hours for the pay period.

In the event of termination, an employee's employment with the Employer shall not be extended by compensatory time accrued. Upon separation of employment with the Employer, an employee will be compensated in the form of cash for all unused compensatory time earned.

Section 9.05 - Recording Overtime. Records of overtime of employees shall be prepared by each Department Head and submitted for payment or, in the event compensatory time is used, for recording.

Section 9.06 - Rest Periods. Any employee who works sixteen (16) or more continuous hours, excluding nonpaid lunch periods, shall, upon release from work, be entitled to an eight-hour (8-hour) rest period before he/she returns to work. If this rest period extends into an employee's regularly scheduled working hours, the employee will be excused from duty during that part of his/her shift in which the eight-hour rest period occurs.

Section 9.07 - Overtime Canvassing. When canvassing employees for overtime or call outs, employees shall be canvassed in batting order rotation by division, beginning with the most senior employee on the overtime list, within the classification normally responsible for performing the work. If sufficient employees in that classification do not accept the overtime, the Employer will assign the overtime to the qualified employee with least seniority within the classification. If the qualifications of employees within the classification are not required by the Employer for the assignment, then all other bargaining-unit employees on the overtime list shall be canvassed for the overtime assignment in batting order rotation. Subsequent overtime canvasses shall begin with the employee next on the list within a division following the employee who last worked the overtime, provided the employee possesses the qualifications required by the Employer for the assigned work.

ARTICLE 10 - LEAVE OF ABSENCES

Section 10.01 - Unpaid Leave. An employee, upon written request and with the approval of the Employer, may be granted a leave without pay subject to prior approval by the Fairview Heights City Council. A written request must include a statement of the employee's intended use of the leave and the date he/she shall return from leave. A leave as defined herein is a period of time up-to but not exceeding six (6) calendar months duration. Unpaid leave may be granted or

extended by the City Council as its sole discretion, and approval or denial shall not be subject to the grievance procedure.

With the exception of Jury or Bereavement Leaves, or Special Leave (as provided for in Section 10.04, paragraph a, of this Article), no vacation, sick leave, holiday nor any other benefits shall accrue during a leave of absence from work during which the regular rate of pay is not accruing, unless otherwise agreed. Further, no seniority shall accrue during a leave of absence of one (1) month- or longer, unless otherwise agreed. Computation of benefits for accrued sick leave or vacation will not be granted during the time of leave, unless otherwise agreed.

Section 10.02 - Jury Leave. An employee called-for jury duty shall be excused from work for days on which he/she is required to be available for such duty, and shall be paid his/her regular pay for such days and the payment he/she receives for jury service shall be remitted to the Treasurer's Office. The employee shall be entitled to retain any expense allowance paid by the court for such time.

An employee who is called for jury duty shall notify his/her supervisor on the next regularly scheduled working day after he/she receives the notice for duty.

Section 10.03 - Bereavement Leave. In the event of the death of an employee's spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, or the spouse's grandparent, parent, brother or sister, the employee shall be granted up to three (3) consecutive work days off with pay. In the event of the death of an employee's grandchild, brother-in-law, sister-in-law, aunt or uncle, the employee shall be granted the day of the funeral off with pay. The Employer may reasonably request proof of death and of the relationship in question. Leave time granted under this section shall include the date of the funeral.

Section 10.04 - Special Leave.

- a. In the event of extreme and unusual conditions, the Employer may authorize an employee to be absent with pay for personal reasons for a period not to exceed five (5) working days in any calendar year, provided that vacation time and any compensatory time off to which the employee may be entitled have been exhausted. Should a holiday designated in Section 12.01, Article 12 (Holidays), occur during said leave, said leave will not be deemed extended by such holiday, nor shall the employee be eligible for any additional compensation whatsoever due to the holiday occurring during said leave.

- b. The Employer may authorize special leaves, with or without pay and with or without any or all benefits, for any period or periods not to exceed one (1) calendar year for purposes that are deemed by the Employer to be beneficial to it, provided that vacation time and any compensatory time off to which the employee may be entitled have been exhausted. As a condition of such leave being granted, any and all benefits to which the employee may be granted during such leave will be expressly agreed to in writing by the Employer and the Union. Should a benefit not be expressly provided for in writing in such agreement the employee shall not be entitled to it.

Section 10.05 - Military Leave. An employee who is a member of a reserve unit of the Armed Forces of the United States, or of the Illinois National Guard, shall be granted military leave in accordance with applicable law.

Section 10.06 - Maternity Leave. Female employees shall be granted maternity leave in accordance with applicable state and federal law.

ARTICLE 11 - SICK LEAVE

Section 11.01 - Sick Leave Accumulation. Sick leave is defined as an allotment of paid sick leave to be used only in case of nonservice-connected sickness or disability, other than as provided for under Section 11.07 of this Article, excluding sickness or disability resulting from an employee's employment for an entity other than the Employer, which renders an employee unable to perform the duties of his/her position. Accumulated sick leave is defined as unused sick leave that has accrued, up to a maximum of one thousand four hundred forty (1,440) hours of leave time at any one time.

Employees will accumulate ten (10) hours of sick leave for each full calendar month of continuous, full-time service for the Employer during which the employee is receiving his/her regular rate of pay. Employees are eligible to use annual sick leave only after it has been credited to their records. A probationary employee shall not accumulate sick-leave; however, upon successfully completing his/her probationary period, an employee will be credited back to his/her date of hire with sick leave at the rate of ten (10) hours for each full calendar month of full-time, continuous service with the Employer.

Employees shall accumulate sick leave while working or while off work due to the following reasons: A) a holiday as provided for under this Agreement; B) approved sick leave; C) vacation; D) workers' compensation; E) compensatory time off; F) authorized leave of absence

with pay; and G) authorized leave of absence without pay if provided for under this Agreement, or by applicable law, or if mutually agreed to.

Section 11.02 - Eligibility Requirements. Any employee who has contracted or incurred and is suffering from any nonservice-connected sickness or disability, other than as provided for under Section 11.07 of this Article, excluding sickness or disability resulting from an employee's employment for an entity other than the Employer, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations due to exposure to a contagious disease as determined by a licensed medical physician's order.

Employees shall start to accumulate sick leave credit as of the date of their employment, and shall be eligible for sick-leave benefits: A) upon successful completion of their probationary period of employment; and B) once they have accrued sick leave hours, but not to exceed the amount of sick leave accrued.

Section 11.03 - Sick Leave Pay. The rate of sick leave pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the sick leave is being taken.

Section 11.04 - Sick Leave Notification. It is the responsibility of each employee requesting paid sick leave to notify their immediate supervisor. Employees who are requesting paid sick leave shall notify or cause notification to be made to their supervisor within one (1) hour of the time specified for the beginning of their work day.

In the event no sick leave notification is made in accordance with this Section, the employee's absence shall be considered and handled as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification to be made.

Sick-leave notification must be made for each work day that sick leave is being requested, unless this requirement is expressly waived by the Employer.

Section 11.05 - Certification of Sick Leave. In order to be eligible for sick leave, an employee upon returning to work must present to his/her Department head a statement from a reputable physician stating that the absence from work was required due to one of the reasons set forth in Section 11.02 (Eligibility Requirements). Such statement will normally apply to employees absent from work for three (3) or more consecutive work days or for a scheduled work day immediately before or after a holiday or vacation. The physician's statement presented to the

Department Head shall state the following: A) that the employee's absence was necessary and B) that the employee is not fit to return to work.

The Employer shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

If an employee has received sick leave contrary to the provisions of this Agreement, or through any misrepresentations made by the employee or by 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 11.06 - Minimum Increments. Sick leave shall not be taken nor charged in increments of less than one (1) hour for the first hour. The employee will be charged for the actual time utilized (to the closest quarter hour) for any sick leave which is more than an hour but less than a day.

Section 11.07 - Job-Related Injury Or Illness. When an employee is entitled to Workers' Compensation, he/she may elect to draw from sick leave, compensatory time and vacation pay to make up the difference between Workers' Compensation and his/her normal salary, not to exceed one hundred percent (100%) of normal salary.

All claims will be handled in accordance with existing directives maintained in the City Clerk's office. (Resolution No. 1534-88)

ARTICLE 12 - HOLIDAYS

Section 12.01 - Designated Holidays. Employees covered by this Agreement will receive time off with pay for the following holidays:

New Year's Day	Presidents' Day
Martin Luther King, Jr. Day	Good Friday
Decoration (Memorial) Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Thanksgiving Friday
Christmas Day	

The above-mentioned holidays shall normally be observed on those dates designated by either the State of Illinois or the St. Louis Federal Reserve Bank.

The Saturday after Thanksgiving shall be rotated each year between the two Library crews.

Section 12.02 - Eligibility. In order to be eligible for holiday pay, an employee shall work his/her last scheduled work day immediately preceding the holiday and the first scheduled work day immediately after the holiday, unless on paid leave which had been previously approved by the Employer.

Section 12.03 - Pay for Unworked Holidays. Eligible employees who are not assigned to work on a holiday as designated in this Article shall receive holiday pay computed at their straight-time base rate of compensation for the number of hours for which they are normally and regularly scheduled to work, up to a maximum of eight (8) hours.

Section 12.04 - Pay for Worked Holidays. Eligible employees who work on a holiday designated under Section 12.01 of this Agreement shall be paid for those hours worked, up to a maximum of eight (8) hours, at one of the two following rates:

- a. For an employee hired prior to May 1, 1980, the rate of pay will be two and one-half (2 ½) times the straight-time, base hourly rate of pay, in addition to his/her regular straight-time pay;
- b. For an employee hired on or after May 1, 1980, the rate of pay will be one and one-half (1 ½) times the straight-time, base hourly rate of pay, in addition to his/her regular straight-time pay;

Compensation for hours worked in excess of the normal shift on a designated holiday, said normal shift being up to a maximum of eight (8) hours, shall be governed by Article 9 (Overtime) of this Agreement.

Section 12.05 - Part-time Employees. Part-time employees will be compensated for regularly scheduled hours lost as a result of a holiday.

ARTICLE 13 - VACATION

Section 13.01 - Eligibility. Nonprobationary employees covered by this Agreement shall earn paid vacation leave based upon straight-time hours worked. Employees shall be eligible to take vacation leave after one (1) year of continuous employment with the Employer. Upon successfully completing the probationary period, an employee will be credited with vacation from his/her last date of hire. No employee on a leave of absence shall earn vacation leave except when the leave is for the purpose of accepting a temporary working assignment for the

Employer other than in the City Clerk's Office, Land Use and Development Department, or the Library Department, or unless otherwise provided for in this Agreement.

Section 13.02 - Accumulation Rate. Eligible employees will accumulate vacation leave time in accordance with the following schedule:

- from successful completion of probationary period until completion of 5 years of continuous service: eighty (80) hours per year, or;
- from completion of 5 years of continuous service: one hundred twenty (120) hours per year, or;
- from completion of 12 years of continuous service: one hundred sixty (160) hours per year, or;
- from completion of 20 years of continuous service: two hundred (200) hours per year.

Section 13.03 - Request for Vacation. In order to assure the efficient, orderly performance and continuity of work by employees of the Departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as possible, but in any case not less than one (1) week in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want to take leave, employees should, as set forth in Section 13.04 of this Article, actually request their vacations as many months in advance as possible.

Requests for vacation shall be granted upon approval of the appropriate supervisor, in accordance with Section 13.04 of this Article.

Section 13.04 - Scheduling Vacations. Vacations will be scheduled, insofar as practicable, at those times requested by each employee. However, it may be necessary for the Employer to prohibit employees from taking vacations during a particular period or at the same time.

Employees may schedule vacation on the basis of Local Union Seniority within each job classification. An employee with greater Local Union Seniority will be given preference in choice of vacation time over another employee if his/her selection is made by the first business day in March of each year. Where two or more employees within a job classification are tied in Local Union Seniority, then the employee having greater/est seniority will prevail. One or more employee(s) in any classification will be allowed to take vacation at any one time, unless

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otherwise authorized by the Employer. More than one employee in a classification may be allowed to take vacation at one time, if authorized by the Employer.

Notwithstanding the above scheduling requirements, in true emergency situations, the City will consider allowing employees to utilize some portion of their vacation time, if appropriate.

Section 13.05 - Holidays During Vacation. If a holiday designated in Article 12 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.

Section 13.06 - Usage. Once earned, vacation leave must be used within twelve (12) calendar months. Vacation leave may be carried over only when an employee is unable to take scheduled vacation based on the operational needs of the Employer (i.e., the Employer cancels the employee's vacation due to a true emergency). In such case, vacation leave must be used within six (6) months of the end of the employee's vacation year. Vacation leave shall normally be scheduled in increments of one (1) calendar week. However, each employee may take vacation leave in one-day increments subject to the operating needs of the Employer.

Section 13.07 - Vacation Pay. The rate of vacation pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the vacation is being taken.

ARTICLE 14 - TUITION REIMBURSEMENT

Section 14.01 - Tuition Reimbursement. Subject to annual appropriation, the Employer will reimburse an eligible employee for the cost of fees and tuition incurred by the employee for undertaking job-related studies. In order to be eligible for reimbursement by the Employer, the following requirements must be satisfied:

- a. The Employer shall determine and approve whether the course of study is relevant and beneficial to the employee's employment with the Employer, provided that approval is made in a manner that does not illegally discriminate against an employee;
- b. The employee must obtain approval from his/her Department Head before enrolling in the class;
- c. Any college or junior-college class must be taken at a public university, college or junior college within the State of Illinois unless otherwise authorized by the Employer, and;

- d. The employee must regularly attend and successfully complete the course of study.

Successful completion of a course of study is defined as completing and passing all course requirements with an overall grade of “C” or above.

Subject to the Employer’s authorization, vocational education classes and other job-related studies not offered at a public school in Illinois may be taken by an employee with fees and tuition reimbursed by the Employer.

Should the employee’s employment relationship terminate with the Employer, for any reason other than layoff, within one year of his/her being reimbursed for any and all fees, tuition or other amounts paid by the Employer, he/she shall reimburse the Employer for all said amounts prior to receiving his/her final paycheck. The employee authorizes the Employer, to take any action, including but not limited to deducting said amounts due from the employee’s pay, in order to recover said amounts.

The Employer will not pay for books, nor rental of books, nor any supplies associated with studies undertaken by the employee.

Once an employee has attained a Bachelor’s degree, or has been reimbursed by the Employer for the number of courses or credit hours equal to those required for a Bachelor’s degree (regardless of whether or not the employee has attained a Bachelor’s degree), he/she shall not be eligible for any additional reimbursement by the Employer for tuition, fees or related expenses.

Section 14.02 - Reimbursement Procedure. In order to be eligible for reimbursement, the employee shall provide his/her Department Head with a listing of courses, he/she wishes to attend and the cost of such courses. The employee may be required to provide the Department Head with a written course description, a breakdown of costs associated with completing the course and/or other documentation requested. The Department Head will provide written approval or denial of the request. If the request is approved, the employee shall sign a statement, as furnished by the Employer, stating the amount of payment requested for reimbursement and/or other documentation as required.

In order to receive reimbursement, the employee shall submit to the Department Head an expense voucher as furnished by the Employer, accompanied by a written receipt of payment and a copy of the grade report from the educational institution. The Department Head will attach the

required documentation to a purchase order and forward same to the Treasurer so that reimbursement can be made to the employee.

ARTICLE 15 - GENERAL PROVISIONS

Section 15.01 -Termination of Employment. Employees who leave the service of the Employer for any reason shall receive all pay outlined in this Section which may be due them with the following qualifications:

- a. Unused Leave: Employees who have accrued unused vacation or compensatory time will receive cash in lieu of leave as part of their final pay, based upon their base rate of compensation in effect at the time of termination.
- b. Fringe Benefits: Sick leave, vacation, insurance, retirement, and any and all other benefits shall cease to accrue at the end of the business day on the date of an employee's termination. An employee shall be paid for all unused vacation and compensatory time accrued by him/her with their final paycheck.
- c. Reimbursement of Amounts Owed: An employee who owes any money to the Employer, at the time of said employee's separation, shall have his/her final pay applied against the account of whatever amount may be needed to satisfy said amount owed, and shall be given a receipt for the money credited. Partial settlement of any account by application of final pay shall not release the employee from any balance remaining due.
- d. Reimbursement of Educational Expenses: Reimbursement for educational fees, tuition and related expenses paid by the Employer shall be in accordance with Article 14 of this Agreement.
- e. Employer Property: All Employer-owned equipment or property in the possession of any employee must be accounted for and returned undamaged, except for ordinary wear experienced, or subsection C of this Section shall apply.
- f. In Case of Death: Should termination be caused by the death of an employee, the legal heir(s) of said employee will be entitled to receive payment for that vacation to which the employee was entitled; provided said heir(s) provide sufficient documentation to the Employer of their status as the employee's legal heir(s).

Section 15.02 - Safety. The Employer and the Union will cooperate in their continuing objective to eliminate accidents and safety hazards. The Employer agrees to provide a safe workplace for employees and to issue instructions covering safe working practices and to make available necessary equipment to protect employees against known hazards.

It is the obligation of employees to follow instructions covering safe work practices and to use protective equipment furnished by the Employer.

Section 15.03 – Equipment/Vehicles. Employer-owned vehicles are intended for use in the conduct of Employer business. Personal use of said vehicles is prohibited.

When it is determined by the Employer that it is necessary for any employee to use a vehicle in order to facilitate the completion of his/her assigned duties, the employee will maintain a log on the vehicle indicating his/her name, the date(s) the vehicle was used and the mileage used during said use.

Section 15.04 - Expense Reimbursement. Employees who incur authorized business expenses as assigned by the Employer shall be reimbursed in accordance with the following:

Mileage Reimbursement for Personal Vehicles: Employees will be reimbursed for mileage in accordance with IRS regulations as set forth in the City’s Personnel Code.

Meals: Employees shall be reimbursed for their costs of meals in the following maximum amounts:

Breakfast	\$10.00 per meal
Lunch	\$10.00 per meal
Dinner	\$30.00 per meal
Gratuity	15% of meal cost

In the event meeting, seminar, training or conference fees include meal provisions which are paid by the Employer, the above-mentioned maximum amounts shall not be paid by Employer.

Employees are required to submit written receipts for any and all expenses in order for reimbursements to be made by the Employer.

Section 15.05 - Personal Protective Equipment. The Employer shall provide and maintain all necessary personal protective equipment for employees.

Section 15.06 - Safety Glasses. It is agreed that the Employer shall provide each employee whose position requires prescription safety eyewear with one pair of such glasses selected by the employee from two (2) styles selected by the City's vendor. Any employee who wants a different pair of safety glasses or additional pairs will pay for them themselves.

Section 15.07 - Bulletin Boards. The Employer shall provide space on bulletin boards for posting Union notices.

Section 15.08 - General Facilities. The Employer will provide adequate facilities for breaks, storage of equipment and clean up.

Section 15.09 - Summer Help. The parties agree that the City may employ summer help between May 1 and September 15. Summer help shall be assigned less skilled work, provided regular employees are available to operate large equipment and perform the more skilled work.

Employees hired as summer help who work at least three (3) continuous months (and work at least 475 hours during that period) shall, if hired the following summer, be covered under the provisions of Article 3 after thirty (30) days of continuous service. At that time, in addition to being required to join the Union, such employees will be granted bidding rights in accordance with Article 7, Section 7.07.

Temporary employees who work more than six (6) months continuous months (and work at least 350 hours during that period) will be covered under the provisions of Article 3 after thirty (30) subsequent days of continuous services. At that time, in addition to being required to join the Union, such employees will be granted bidding rights in accordance with Article 7, Section 7.07.

ARTICLE 16 - HEALTH AND WELFARE

Section 16.01 - Health Insurance: It is specifically agreed that effective October 17, 2013, for the term of this Agreement, the City will pay 100% of the applicable employee-only premium and the employee will be responsible for 25% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 75% of the applicable premium.

The City may, at its option, in addition to the current insurance coverage being provided, offer an alternative health insurance option for bargaining unit members and dependents. Bargaining unit members and their dependents may voluntarily opt into and out of this alternative health insurance plan during the annual open enrollment period should they so choose. An employee may change annually should they so choose. No employee shall be penalized for failing to opt into or opting out of any alternative health insurance plan.

Section 16.02 - Dental Insurance. Beginning with the effective date of this Agreement, the Employer will pay 100% of the applicable employee-only premium and the employee will be responsible for 25% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 75% of the applicable premium for those full time employees electing to take such coverage, under the Employer's group dental insurance plan.

Section 16.03 - Life Insurance: Beginning with the effective date of this Agreement, the Employer will pay the premium cost of life insurance for each employee who opts to participate in the Employer's life-insurance program for employees.

It is agreed that the amount of life insurance provided to any employee under City policy will not exceed Ninety Thousand Dollars (\$90,000), no matter the formula.

Section 16.04 - General Insurance Provisions: The following general provisions shall apply to the insurance program contained in this Article:

- a. With respect to all insurance coverage provided to employees, the Employer retains the right to change insurance carriers or self-insure all or any portion of the benefits;
- b. A difference between an employee or his/her dependent(s) or beneficiary and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for under this Agreement;
- c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer nor to the Union; nor shall such failure be considered a breach by the Employer nor the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier(s) from any liability it may have to the Employer, Union, Employee, dependents of employees or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier(s) shall be controlling in all matters pertaining to benefits thereunder;
- d. Nothing in this Section 16.04 is intended to reduce the obligations of the Employer or the insurance carrier(s) with respect to established benefits under the insurance contractor policy;

- e. (1) Effective January 1, 2012, for full time employees electing to take coverage under the Employer’s Group Health and Hospitalization Plan, the Employer agrees to be responsible for up to a total of Three Hundred and Seventy Five dollars (\$375.00) per employee per fiscal year towards the cost of prescription drug co-payments. Employees may submit valid receipts for reimbursement on April 1 and October 1 of each year. It is further agreed that for calendar year 2012 only, any employee who has been reimbursed more than a total of Three Hundred and Seventy Five dollars (\$375.00) in 2012 prior to ratification will not be required to pay the City back for any monies paid in excess of a total of Three Hundred and Seventy Five dollars (\$375.00).
- f. The City will implement a \$125 plan for the benefit of employees who contribute for their medical coverage.

Section 16.05 - Pension. Pension benefits and requirements for employees covered by this Agreement shall be provided for under the Illinois Municipal Retirement Plan.

ARTICLE 17 – WAGES

Section 17.01 - Wage Increase. All covered employees will receive a two (2%) percent wage increase effective May 1, 2016; a 2.5% wage increase effective May 1, 2017; a 2% wage increase effective May 1, 2018; and a 2.5% wage increase effective May 1, 2019. Employees shall be subject to the following wage progression: upon hire date – 85% of the base pay rate of the position hired into; upon completion of three months of employment – 90% of the base pay rate of the position hired into; upon completion of six months of employment – 95% of the base pay rate of the position hired into; upon completion of nine months of employment – 100% of the base pay rate of the position hired into.

Section 17.02 - Longevity Pay. Employees, hired on or before October 16, 2013, whose job performance is rated as satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive, in addition to base wages, the higher -of: 1) the longevity pay they were receiving immediately prior to the effective date of this Agreement or; 2) longevity pay as determined in accordance with the following:

For employees last hired prior to May 1, 1980, the following scale shall apply:

Completed Years of Continuous Service	Percentage of Base Wage
1 Year	2%
2 Years	4%
3 Years	6%

4 Years	8%
5 Years	10%
7 Years	12%
10 Years	14%
15 Years	16%
20 Years	18%

For employees last hired on or after May 1, 1980, the following scale shall apply:

Completed Years of Continuous Service	Percentage of Base Wage
1 Year	2%
3 Years	4%
5 Years	6%
7 Years	8%
10 Years	10%
15 Years	12%
20 Years	14%

Longevity Pay. Part-time employees, hired on or before October 16, 2013, whose job performance is rated satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive, in addition to base wages, longevity pay. Longevity pay is determined in accordance with the following:

Completed Years of Continuous Service	Percentage of Base Wage
2 Years	1%
4 Years	2%
6 Years	3%
8 Years	4%
12 Years	5%
16 Years	6%
20 Years	7%

Section 17.03 - Education Incentive. In addition to an employee's base wages, the Employer shall provide an incentive for employees to obtain higher-education degrees. Education incentive pay shall be granted, subject to review by the Employer, for successfully completing one or both of the following:

- a. For completing an Associate Degree Program in a field directly related to the job currently being performed for the Employer, an employee shall receive a five percent (5%) incentive wage increase.
- b. For completing a Bachelor's Degree program in any field with at least twelve (12) semester hours in a field directly related to the job currently being performed for the Employer, an employee shall receive a ten percent (10%) incentive wage increase, unless said employee has already received the education incentive provided for in paragraph (a) above, in which case the incentive for Bachelor's Degree will be five percent (5%) for a total education incentive wage increase of ten percent (10%).

The awarding of an education incentive increase shall not affect the grade or step of the employee receiving said increase. Probationary employees shall not be eligible for education incentive increase pay.

The Employer shall determine which college course shall qualify for education incentive increases. An employee requesting education incentive increase pay shall be required to provide information concerning each college course, and proof of satisfactory completion of each course.

Section 17.04 - Shift Differential. Employees covered by this Agreement shall be paid a thirty cent (\$.30) shift differential for all regular, straight-time working hours falling outside of 7:00 a.m. to 5:00 p.m., and for all regular, straight-time working hours falling on Saturday or Sunday.

Section 17.05 - Severance Pay. Nonprobationary employees in good standing who are permanently laid off from continuous, full-time service with the Employer are eligible for severance pay in an amount equal to eighty (80) hours at the base wage amount. Said payment shall be based on the employee's base wage amount on the date the employee is laid off.

Section 17.06 - Annual Bonus. The Employer shall continue to pay each employee covered by this Agreement an Annual Christmas Bonus of one hundred fifty dollars (\$150.00). Such bonus shall be paid to each employee on the first payday in December.

Section 17.07 - Replacement Pay. In case of extended illness lasting a month or more the City will pay the employee who fills in for the absent employee at the employee's current wage rate if the employee performs all of the absent employee's functions.

ARTICLE 18 - DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply to terms used in it:

BARGAINING UNIT shall mean those employees holding the positions in City Departments in accordance with the Recognition Article of this Agreement.

BASE WAGE, RATE OF PAY or COMPENSATION shall mean the base, hourly, straight-time rate of compensation, excluding any fringe benefits or rates other than those required by law.

DIVISION shall be defined as one of the following: City Clerk's Office, Land Use and Development, or the Library.

EMPLOYEE shall mean a bargaining-unit employee employed in one of the positions listed in the Recognition Article of this Agreement on a full-time basis:

FULL-TIME shall be defined as normally and regularly employed by the City forty (40) hours weekly.

PART-TIME shall be defined as normally and regularly employed by the City less than forty (40) hours weekly.

REGULAR, as used to describe a bargaining-unit employee or job position, shall be defined as nonprobationary.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall be effective as of May 1, 2016, and shall remain in full force and effect until April 30, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the entire period of negotiations or mediation for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

In witness whereof, the parties hereto have affixed their signatures this ____ day of _____, 2016.

For the Employers:

Mark Kupsky, Mayor

Karen J. Kaufhold – City Clerk

For the Union:

Keith Linderer, Business Manager

Eric Mooshegian, Business Representative

Vice-President, Ed Frawley

Shop Steward, Carolyn Clark

Shop Steward, Don Ulch

APPENDIX A - BASE PAY

OPERATING ENGINEERS LOCAL #148

POSITION

FULL-TIME

	<u>05/01/16</u>	<u>05/01/17</u>	<u>05/01/18</u>	<u>05/01/19</u>
Custodian	\$2,914.45	\$2,987.31	\$3,047.06	\$3,123.24
Youth Services Asst. Director	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Code Enforcement Assistant	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Head of Circulation	\$3,147.14	\$3,225.82	\$3,290.34	\$3,372.60
Office Staff II	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Land Use Secretary	\$3,493.10	\$3,580.43	\$3,652.04	\$3,743.34
Building Inspector Assistant	\$3,495.39	\$3,582.77	\$3,654.43	\$3,745.79
Office Staff I	\$3,677.46	\$3,769.40	\$3,844.79	\$3,940.91
Apprentice Mechanic	\$3,950.44	\$4,049.20	\$4,130.18	\$4,233.43
Laborer – Parks	\$4,236.44	\$4,342.35	\$4,429.20	\$4,539.93
Laborer – Streets M/C	\$4,267.52	\$4,374.21	\$4,461.69	\$4,573.23
Code Enforcement Officer	\$4,511.32	\$4,624.10	\$4,716.58	\$4,834.49
Lead Laborer – Street Dept.	\$4,540.34	\$4,653.85	\$4,746.93	\$4,865.60
Mechanic	\$4,511.32	\$4,624.10	\$4,716.58	\$4,834.49
Master Lead Mechanic	\$4,773.02	\$4,892.35	\$4,990.20	\$5,114.96
Lead Laborer – Mun. Complex	\$4,773.02	\$4,892.35	\$4,990.20	\$5,114.96

OPERATING ENGINEERS LOCAL #148

POSITION

PART-TIME

	<u>05/01/16</u>	<u>05/01/17</u>	<u>05/01/18</u>	<u>05/01/19</u>
Custodian	\$14.10	\$14.45	\$14.74	\$15.11
Clerk I	\$11.94	\$12.24	\$12.48	\$12.79
Clerk II	\$14.72	\$15.09	\$15.39	\$15.77
Clerk III	\$16.58	\$16.99	\$17.33	\$17.76
Circulation Clerk	\$14.72	\$15.09	\$15.39	\$15.77
Youth Services Assistant	\$14.72	\$15.09	\$15.39	\$15.77
Land Use Clerk	\$16.93	\$17.35	\$17.70	\$18.14
Code Enforcement/Animal	\$20.17	\$20.67	\$21.08	\$21.61
Building Inspector Assistant	\$20.17	\$20.67	\$21.08	\$21.61

"EXHIBIT B"

AGREEMENT

Between

CITY OF FAIRVIEW HEIGHTS, ILLINOIS

and

LOCAL UNION NO. 148, AFL-CIO

INTERNATIONAL UNION OF OPERATING ENGINEERS

LAND USE AND DEVELOPMENT & PUBLIC WORKS DEPARTMENTS

MAY 1, 2016 – APRIL 30, 2020

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PREAMBLE

This Agreement entered into by the City of Fairview Heights, Illinois, hereinafter referred to as the "Employer", and Local Union No. 148 of the International Union of Operating Engineers, hereinafter referred to as the "Union", supersedes and cancels any and all previous agreements, whether written or oral, between the Employer and the Union or any individual, and concludes all collective bargaining between the parties for its term, unless otherwise provided in this Agreement or under law.

The parties agree 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.

The Employer and the Union mutually agree that their objective is to set forth herein their entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of employees in the Departments of Land Use and Development and Public Works, of Fairview Heights; and to provide for prompt and fair settlement of grievances without any work stoppages or any other activities which interfere with the operation of the Land Use and Development Department and the Public Works Department. It is the Employer's and the Union's desire to provide the people of Fairview Heights, Illinois, with the highest-quality service by mutual agreement through good-faith negotiations.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1.01 - Employees Covered. The Employer and the Union agree that for purposes of administration, this Agreement shall pertain to the full-time, regular positions of Bus Driver/Aide, Code Enforcement Animal Control Assistant, Code Enforcement/Animal Control, Bus Driver, Custodian and Custodial Assistant. (as certified by the Illinois State Labor Relations Board on May 5, 1993, in case number S-RC-93-36). Temporary employees shall not be covered by this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 2.01 – Management’s Rights. The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct the employees of the City of Fairview Heights, including any of its Department, in all aspects, including, but not limited to all rights and authority granted by law or exercised by the Employer, except as expressly modified in this Agreement. Except as otherwise expressly stated herein, the policies of the Employer, including the Fairview Heights Land Use and Development Department and/or the Public Works Department, are not to be considered a part of this Agreement. The rights and authority of the Employer include, but are not limited to, the rights to:

- a. determine its mission, policies and to set forth all standards of service offered to the public;
- b. plan, direct, control, assign and determine the operations or services to be conducted by its employees.
- c. determine the methods, means and number of personnel needed to carry out its mission;
- d. direct the entire working force, including the establishment of work standards;
- e. select, hire, schedule, assign and evaluate work, and to transfer employees within its departments, its various sections, and any of its operations;
- f. evaluate, test, promote or demote employees;
- g. suspend, discipline or discharge employees for just cause and with due regard for the principle of progressive discipline when appropriate;
- h. lay off or relieve employees;
- i. make, publish and enforce rules and regulations;
- j. introduce new or improved methods, equipment or facilities;
- k. contract out for goods and services to the extent permitted by this Agreement.

The Employer has the sole authority to determine the purpose and mission of the Fairview Heights Land Use and Development Department and the Public Works Department and the amount of budgets to be adopted thereto.

The Employer agrees that the management’s rights enumerated above shall not be exercised for the purpose of evading or undermining this Agreement.

Section 2.02 - Subcontracting. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs; provided, however, the Employer shall not subcontract work for the purpose of undermining the bargaining unit or evading the terms and conditions of this Agreement. The Employer agrees that employees will not be laid off due solely to the Employer's subcontracting for services.

When practical, prior to subcontracting, representatives of the Personnel Committee and the City Administrator will meet with representatives of the Union to advise them as to the extent and nature of the Employer's subcontracting.

Section 2.03 - Outside Employment. In the event an employee is employed by any entity other than the Employer, said employment shall not affect the performance of his/her duties, nor shall such employment interfere with any operations of the Employer, nor render the Employer unable to meet its work force needs, nor shall it constitute, nor reasonably and objectively appear to constitute, a conflict of interest with employment for the Employer.

An employee shall show proof of liability insurance for any and all such employment elsewhere upon request by the Employer. Any employee working for any entity, other than the City of Fairview Heights, shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving such other employment.

Should an employee's employment by an entity other than the City of Fairview Heights violate the terms of this Section, the employee shall, upon written demand of the Employers, promptly terminate such other employment, and failure to do so will be grounds for disciplinary action.

Employees covered by this Agreement who accept employment with an entity other than the City of Fairview Heights, Illinois, shall notify the Employer in writing of such employment.

Section 2.04 - Civil-Emergency Conditions. If it is determined by the Employer 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 covering working hours, overtime canvassing, job assignments and vacations may be suspended by the Employer for such time as is reasonably necessary for the Employer to respond to the extreme civil emergency, provided that the Employer complies with applicable state-and federal laws. With respect to the processing of grievances under this Agreement, all time limits-for filing and responding to grievances will be extended for the duration of the suspension of normal operations. The Employer and the Union shall mutually agree on the resumption of said time limits.

Section 2.05 - Supervisors. Supervisors may perform work presently or previously performed by employees if supervisors have historically performed such work. The above paragraph notwithstanding, no supervisor, unless a threat to public health or safety exists, shall perform work presently or previously performed by employees if so doing would deprive an employee of an overtime opportunity. It is agreed, however, that should all available employees be assigned to perform the overtime work, including call-outs, a supervisor may work with the employees so assigned to perform the work outside regularly scheduled hours; that is, so long as employees are allowed the opportunity to work the overtime, the supervisor may also perform the work.

This section shall not apply to employees who are laid off.

Section 2.06 - Volunteers. In the event of lay offs or reduction of hours of Bargaining Unit employees, the City will not permit the use of volunteers to undermine Bargaining Unit jobs. When City volunteers request to volunteer to perform a project that has historically been bargaining unit work, the City will meet with the Steward to review the project, determine the number of volunteers and the estimated length of the project. Such requests by the City to permit its citizens to perform said work will not be unreasonably denied.

Section 2.07 - Discipline. Counselings and written warnings one (1) year old or older shall not be the basis for further discipline. Warning notices which do not expire by their term shall be given such weight as is reasonable under all the circumstances.

ARTICLE 3 - UNION SECURITY

Section 3.01 - Dues Deduction. Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deduction monthly to the International Union of Operating Engineers, Local Union No. 148, at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to the effective date of such increase(s).

Section 3.02 - Dues. With respect to any employee on whose behalf the City Treasurer receives written authorization on a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Treasurer by the Union. Union dues will be deducted from the pay of an employee only upon signed, written authorization by the employee and shall be subject to revocation by him/her at anytime by means- of a separate signed, written order by the employee. Revocation of dues deduction by the employee shall be effective ten (10) business days after said signed authorization is given to the Treasurer by said employee, and shall not apply to dues deducted prior to the effective date of revocation.

Should any employee revoke his/her authorization, he/she shall be eligible to request dues deduction by the Employer by submitting a newly completed, signed, written authorization; provided said reauthorization shall be submitted to the Treasurer only during the first week of the first pay period occurring in February or August.

Section 3.03 - Fair Share. Any employee who is not a member in good standing of the Union or ceases to be a member in good standing of the Union shall be required to pay a fair share of the cost of the collective-bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this

Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall deduct from the wages of any employee the fair-share financial obligation, as certified to the Employer by the Union, provided that the Union has certified in writing to the Employer, with sufficient and conclusive documentation, that:

- a. The employee has not applied for membership, or the employee is not a member in good standing and has been delinquent in his/her obligation to pay dues under this Article, or the employee has not paid his/her dues directly to the Union through means other than Employer checkoff, for at least thirty (30) days, and;
- b. The Union has provided reasonable notification to the employee of his/her obligation under this Article, of the manner in which the Union has calculated the fair-share fee, and of the Union's fair-share-objection procedure, and;
- c. The employee has been given a reasonable opportunity to pursue the fair-share objection procedure.

The Employer shall forward the fair-share amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made.

Any bargaining-unit employee who objects to the fair-share amount, as determined by the Union, will be provided a copy of the Union's fair-share objection procedure. The Union's procedure for resolution of fair-share fee objections shall comply with all applicable federal and state law.

The fair-share provisions of this Agreement shall be applied so as to safeguard the associational and nonassociational rights of employees to the extent and under the terms provided by applicable federal and state law.

Objections by an employee, or any difference or dispute between the Union and an employee concerning fair share, shall not be subject to the grievance procedure provided for in this Agreement. However, the grievance procedure shall be available for resolution of any difference or dispute between the Union and the Employer concerning the Employer's compliance with the provisions of this Article.

Section 3.04 - Indemnity. The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits, legal costs or other forms of liability (monetary or otherwise) 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.

Section 3.05 - Cost of Administration. The Employer reserves the right to negotiate with the Union over any costs incurred by the Employer in complying with this Article.

ARTICLE 4 - UNION ACTIVITIES

Section 4.01 - Nondiscrimination. Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

Section 4.02 - Visits by Union Representatives. Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the appropriate department head in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

Section 4.03 - Union Activities. Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allow, a unit representative will be permitted reasonable time away from his/her assigned job without loss of pay during working hours to:

- a. investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Article of this Agreement;
- b. transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- c. consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

"Unit representative" shall be defined as an employee elected or appointed by the Union. The Union shall elect and/or appoint two (2) employees as unit representatives, and two (2) employees as alternate unit representatives. The Union shall notify the Employer, in writing, as soon as such employees are elected or appointed. Said written notice shall be sent to the employee's Department Head.

No employee, unit representative nor alternate unit representative shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized by this Article shall not interfere with the efficient operations of the Employer.

Section 4.04 - Union Leaves. An employee may periodically be given leave of absence of one week or less in duration without pay, but with no loss of seniority, for the purpose of attending Union meetings, conventions or conferences. It is understood that requests for such leaves shall be made at least ten business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Land Use and Development, or Public Works Department.

An employee may be granted an unpaid leave of absence of more than one week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

ARTICLE 5 - NO STRIKES/NO LOCKOUTS

Section 5.01 - No Strike. During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slow-down, work stoppage, unauthorized absence, "work-to-rule" action, strike, picket, nor any other interference with the operations, statutory functions or obligations of the Employer.

Section 5.02 - No Lockouts. During the term of this Agreement; in consideration for the promise by the Union and the employees it represents to refrain from the conduct prohibited by Section 5.01, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Section 5.03 - Resumption of Operations. The Union agrees to notify all bargaining-unit employees and officers of the Union of their obligation and responsibility for maintaining compliance with this Article. The Union further agrees, in the event of action prohibited by Section 5.01, that it shall immediately act and request employees to return to work, and it shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.04 - Penalty. The Employer may discharge or discipline any employee who fails to carry out his/her responsibilities under this Article, subject to challenge by the Union under the Grievance Procedure of this Agreement. The failure to confer a penalty in any instance by the Employer is not a waiver of such right in any other instance nor is it a precedent. The failure of the Union to grieve any action taken by the Employer shall likewise not constitute a waiver nor set a precedent in any other instance.

Section 5.05 - Judicial Restraint. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.01 - Definition. A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement and the Employer with respect to the meaning or application of a provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of a provision of this Agreement. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

Section 6.02 - Grievance Procedure Steps. A grievance shall be resolved in the following manner:

Step I - Verbal Step: The affected employee, and/or the unit representative, shall orally discuss the grievance with his/her immediate supervisor who is outside the bargaining unit with the objective of settling the matter informally. It is expressly understood that if a discussion with the supervisor is intended to be the initiation of this grievance procedure, the employee, or the unit representative on behalf of the employee, and the supervisor will sign and date a Step-1 grievance form. Absent such a signed, dated form, the discussion between the parties shall not be considered as initiating the grievance procedure.

Step 2 - Written Step: If the grievance is not resolved at Step 1 and the employee wishes to file a written grievance, either he/she or the Union shall, within ten (10) business days of the Step-1 response or within ten (10) business days after the Step-1 response is due, serve a written grievance to the Department Head or his/her designee, at which time the Department Head or designee will return a signed; dated copy to the employee. 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 express provision(s) of the Agreement allegedly violated, state the contention of the employee(s) with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected and the Union.

Within five (5) business days after receipt of the written grievance, the parties involved shall meet or hold other discussions in an attempt to resolve the grievance. The Department Head, or his/her designee, shall give his/her written response, within ten (10) business days following the meeting, to the affected employee and the unit representative.

Step 3 - Personnel Committee: If the grievance is not resolved at Step 2 and the employee wishes to pursue the grievance, either he/she or the Union may, within ten (10) business days of the date of the Step-2 answer, or within ten (10) business days of the date the Step-2 answer was due, submit a written request to meet with the Personnel Committee of the City Council. The Personnel Committee shall schedule a closed meeting on the grievance to take place at a time mutually agreeable to the Employer and the Union. Each party shall be entitled to present any and all relevant documents and present and question any persons familiar with the facts of the grievance. The meeting shall be closed to the public. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the Committee's hearing. The Committee, or its designee, shall mail its response to the Union's business office within ten (10) business days following the meeting.

Step 4 - Mediation: If the grievance is not satisfactorily resolved at Step 3, it may be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step-3 response, or within fifteen (15) business days after the Committee's Step-3 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) 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 voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties. If the parties fail to reach a voluntary settlement, the mediator shall issue an advisory opinion.

Step 5 - Arbitration: If the grievance is not satisfactorily resolved at Step 4 in accordance with the grievance-mediation procedure, the Union may request in writing, within fifteen (15) business days after the mediator has issued an advisory opinion, that the grievance be submitted to binding arbitration. In the event the Union requests arbitration in writing, the parties shall jointly submit a written request to the FMCS to supply a list of seven (7) arbitrators. 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 parties shall reach agreement upon an arbitrator within ten (10) business days after receipt of the list from FMCS. Both the Employer and the Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with the Union striking the first name, the Employer striking the second name, and so on, until one name remains. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date upon which the parties can mutually agree. Once a mutually agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the hearing.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the court reporter, a transcript for the arbitrator, and the hearing room, if any. The arbitration hearing will be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 6.03 - 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 and the practice thereunder 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 be without power to make decisions contrary to or inconsistent with applicable federal and state law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the

specific terms and practices of this Agreement to the facts of the grievance presented. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding.

Section 6.04 - Time Limits. Time limits set forth in this Article may be extended by mutual agreement of the Union and the Employer. Failure on the part of the grievant to meet any time requirement shall be interpreted as terminating the grievance on a non-precedent-setting basis. Failure on the part of the Employer to meet any time requirement shall allow the grievant to automatically use the next step of the procedure. The parties may agree to waive any step of the grievance procedure by mutual agreement.

In computing time limits under this Article, the first business day of any time limit shall be the first business day occurring after the occurrence or event giving rise to the grievance, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given by the Employer; the last business day of that time limit shall be deemed to end at 5:00 p.m. on that business day.

Section 6.05 - Employee Time Off. The Employer agrees to allow limited and reasonable time during regularly scheduled work hours for processing a grievance in Steps 1, 2 or 4, provided such time off does not interfere with the operations of the Employer. The Employer agrees to allow limited and reasonable time during regularly scheduled work hours to attend a Step-3 and/or Step-4 hearing. The Employer may allow an employee reasonable and limited time off from duty, at no expense to the Employer to attend other steps of this grievance procedure such time off will not interfere with the operations of the Employer.

Under no circumstances shall the processing of grievances, attendance at Step-3 and/or Step 4 hearings nor other time off result in overtime compensation to any employee. The employee must obtain prior approval from the appropriate supervisor for any grievance-related time off. Approval will not be unreasonably denied.

Section 6.06 - Business Day Defined. For the purpose of this Agreement, "business day" shall be defined as a day on which the Fairview Heights city hall is open for regular business to the public, Monday through Friday, from the hours of 8:30 a.m. to 5:00 p.m., excluding holidays as defined in Article 12, Holiday, of this Agreement.

ARTICLE 7 - SENIORITY

Section 7.01 - Seniority Defined. For the purposes of this Agreement, seniority shall be defined as an employee's length of continuous, full-time service on behalf of the Employer since his/her last date of hire, less any adjustments due to leaves of absence, if applicable. The application of seniority shall be limited to the express provisions of this Agreement.

For the purposes of this Agreement, the following definitions shall apply:

Local Union Seniority: Local union seniority is defined as seniority resulting from employment in a bargaining-unit position in the Public Works or Land Use and Development Departments, as opposed to employment with the Employer.

City Seniority: City seniority, as used in this Agreement, shall be defined as seniority as provided in the first paragraph of this Section.

Section 7.02 - Tied Seniority. Should any employee be tied with another in Local Union Seniority, the employee with the greater City Seniority shall be deemed the more senior employee for the purposes of this Agreement.

Section 7.03 - Probationary Period. "Probationary employee" is defined as an employee who has been employed by the Employer for nine (9) calendar months of full-time, nontemporary, continuous service or less since his/her last date of hire. The Probationary period shall be nine (9) months of full-time or 1170 hours of part time, continuous service since the employee's last date of hire, whichever comes first.

During the probationary period, a probationary employee may be discharged, disciplined, laid off, or otherwise dismissed at the sole discretion of the Employer, with respect to which the employee shall have no recourse to review.

There shall be no seniority among probationary employees other than as expressly provided in this Section. After successful completion of the probationary period, an employee shall be granted seniority and added to the seniority list as of his/her date of hire. However, a probationary employee's length of service will be a consideration for the purposes of overtime assignments and promotions to bargaining-unit positions during the final three (3) months of the probationary period.

An employee's probationary period may be extended by mutual agreement between the Employer and the Union.

Section 7.04 - Breaks in Seniority. Any and all seniority and the employment relationship shall be terminated for the following reasons:

- a. If an employee is discharged, unless the discharge is reversed;
- b. If an employee retires, quits or resigns;
- c. If an employee is absent for three (3) consecutive work days without notifying the Employer, and does not give a satisfactory reason for failing to report;
- d. If an employee who has been laid off fails to return to work on the prescribed date after being properly notified to report to work, and does not give a satisfactory reason for failing to report;

- e. If an employee fails to return from an authorized leave of absence on the appointed date, and does not give a satisfactory reason for failure to report;
- f. If a nonprobationary employee is laid off for a period of twenty-four (24) continuous calendar months, he/she shall, however, not lose his/her seniority, if it exceeds twenty-four (24) months, unless he/she is laid off for a continuous period equal to the seniority he/she had acquired under Section 7.01 of this Article at the time of layoff. In the event that an employee, with five (5) or more years of service is laid off in excess of five (5) continuous years, then the seniority of such employee shall terminate.

Section 7.05 - Layoffs. The Employer at its sole discretion shall determine whether layoffs are necessary. In the event of layoffs, employees shall be laid off from the affected job classification in accordance with: the employee's demonstrated skills, qualifications and ability to perform the remaining work available without further training and the employee's local union seniority. Where two or more employees have demonstrated sufficient skills, ability and qualifications to perform the work without further training, then the employee(s) with less (or the least) local-union seniority will be laid off first from the job classification.

An employee, who as a result of layoff loses his/her position, may accept the layoff or may bump into an equal- or lesser-ranked, bargaining-unit job classification. Said employee will be permitted to bump an equal- or lesser-ranked bargaining unit employee with less seniority, provided the more senior employee can demonstrate that he/she is sufficiently skilled, able and qualified to do the work of that job classification which the less senior employee holds.

Section 7.06 - Layoff Status and Recall. Employees who are laid off shall be considered on layoff status for a period of twenty-four continuous months from the date on which they were laid off. During this period of layoff status, if there is a recall to the job classification from which a lay-off occurred, employees who are still on layoff status shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. No new employee shall be hired into a bargaining-unit classification until employees from that job classification who are on layoff status have been offered recall. Moreover, employees who are laid off will be recalled to another bargaining unit position, if capable of performing the work without substantial additional training, prior to hiring someone new from outside the bargaining unit. However, employees on layoff status shall not be entitled to any accrual of seniority of any kind nor any form of compensation by the Employer during layoff status.

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 with a copy to the Union, provided that the employee must notify the Department Head of his/her intention to return 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, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee on layoff status to provide the Department Head with his/her current mailing address.

Section 7.07 - Job Bidding. Employees shall be permitted to bid on jobs which the Employer intends to fill within the bargaining unit prior to the Employer hiring from outside the bargaining unit in accordance with the following procedure:

- a. Job openings which the Employer intends to fill will be posted for seven (7) business days or until the position is filled.
- b. An employee from the division where the opening occurs who has applied for the job opening in writing to the Department Head within the time of posting will be considered for the job on the basis of Local Union seniority; provided that, in the opinion of the City (subject to the provisions of Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.
- c. When the job opening is not filled by an employee within the division in which the opening occurs by Local Union seniority, an employee from another division or department will be considered for the job on the basis of Local Union seniority; provided that, in the opinion of the City (subject to the provisions of Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.
- d. When the job opening is not filled by an employee within the contractual unit Covered by this Agreement as specified above, all other regular part-time and full-time City employees will be considered for the job based on skills, abilities and qualifications for the job before any temporary employee or new hires are considered; provided that, in the opinion of the City (subject to the provisions of Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.

An employee scheduled for absence from work due to taking paid vacation for an entire posting period: 1) may be advised of the vacancy prior to the posting in order to allow him/her to apply for the vacancy, or 2) shall be sent a notice of the opening by the Employer by certified mail to the employee's last known address not later than the first day of posting, it being the obligation and responsibility of the employee to provide his/her Department Head with his/her current mailing address. In either case, if the employee wishes to apply for the opening, he/she shall have delivered his/her written application to the Department Head in whose department the opening occurs on or before the last day of the posting period. If the Department Head does not receive said employee's written application on or before the last day of posting, then the employee shall be deemed to have waived any and all rights to apply for the position.

Section 7.08 - Seniority List. Seniority of employees covered by this Agreement shall be in accordance with Appendix A of this Agreement. Said Appendix A shall fully resolve any and all questions of both local union seniority and seniority affecting employees covered under this Agreement.

The Employer shall maintain and keep current said seniority lists in Appendix A. Any and all revisions to said Appendix shall be sent to the bargaining-unit vice president.

Section 7.09 - Testing. A Union steward shall be permitted to witness the testing of employee(s) performing required job functions when such testing is required to determine an employee's qualifications for a particular job.

Section 7.10 - Successful Bidder. An individual who is a successful bidder into a new position will be on probation in the new position for a three (3) month period and subject to removal from that position and return to their former position by the City at any time during the probationary period due solely to not being able to satisfactorily perform the duties of the position. Prior to the City removing the Employee from the position, there shall be a meeting between the City, the Employee and the Union, to discuss the issues regarding the Employee's inability to satisfactorily perform the job duties; in addition there will be a good faith effort by the parties to assist the Employee with the issues affecting their ability to satisfactorily perform the job duties, if possible. The Employee can voluntarily return to their former position at any time during the first ten (10) working days in the new job. Any Employee who exercises their right to return to their former position may not bid on another opening for a twelve (12) month period.

ARTICLE 8 - HOURS OF WORK

This Article defines the normal hours of work. Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

Section 8.01 - Work Periods. The normal work week shall be between 12:01 AM Monday and midnight the following Sunday. The Employer shall retain the sole right to change the scheduled workweek; however, the Employer shall provide notice of any changes in the normal work schedule as far in advance as is reasonably practical.

Section 8.02 - Meal Periods. Employees shall be entitled to an unpaid one-half-hour lunch period at or near the middle of each shift of six (6) hours or more.

Section 8.03 - Shift Bidding. If the Employer elects to establish different shift or schedules to any group of employees, the affected employees will be allowed to bid on the new schedules(s) based on seniority.

ARTICLE 9 - OVERTIME

Section 9.01 - Overtime Compensation. The Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the appropriate supervisor. The Employer shall have the right to require overtime work. It shall be incumbent starting with the junior qualified employee(s) to work such overtime assignments.

Overtime will be compensated at the rate of one and one-half (1-1/2) times the base rate of compensation. Overtime compensation for employees will be given for all hours worked in excess of forty (40) hours in a work week, or for hours worked in excess of an assigned shift provided said shift is at least eight (8) hours duration, when such time is required to be worked and assigned by the Employer.

No fringe benefits, other than those mandated by state or federal law, shall accrue due to overtime hours worked.

Section 9.02 - No Pyramiding. Premium compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 9.03 - Call-Outs. An employee called back to work after having left work shall receive a minimum of two (2) hours of overtime compensation unless the time extends to his/her regular work shift. Call-out pay shall not be paid for early reporting to work, working a rescheduled shift, nor due to an employee's being held over beyond the scheduled workday. A call-out does not apply to regularly scheduled overtime, but is meant to include specific call-outs. Employees who are called out on a holiday designated in Section 12.01 (Designated Holidays) of this Agreement shall be compensated at the worked holiday rate.

Call-outs will be assigned in accordance with the overtime canvassing procedure set forth in Section 9.07 of this Article. If the employee accepts or is assigned for call-out, response to the call-out will be immediate.

Whenever an overtime situation occurs at the end of a shift which is anticipated to last one hour or less, the employee performing the work will perform the work required in lieu of utilizing the call-out procedure contained in the Agreement.

Section 9.04 - Compensatory Time. Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 9.01 (Overtime Compensation) of this Agreement.

The use and scheduling of compensatory time must be applied for and approved in advance by the Employer. Compensatory time shall be taken at such times as will not interfere with the efficient operations of the Department. The supervisor may limit the number of employees who can use compensatory time at the same time, If an employee requests compensatory time seven (7) days or more prior to the time that they desire to use it, the supervisor will notify the employee concerning the status of their request at least seventy-two (72) hours before the time off requested. If an employee provides a supervisor with less than seven (7) days but more than forty-eight (48) hours notice of their desire to utilize compensatory time, the supervisor will advise the employee of the status of their request not later than twenty-four (24) hours prior to the time off requested. In any case, compensatory time off will not be taken in increments of less than one (1) hour.

The Employer reserves the right to buy out unused compensatory time in the form of cash. No employee shall be allowed to earn more than forty (40) hours of compensatory time in any one

calendar year without prior written authorization by the Employer. An employee may carry no more than sixty (60) hours of compensatory time at any one time. An employee can elect to receive pay in lieu of such time off at the time the employee submits his/her hours for the pay period.

In the event of termination, an employee's employment with the Employer shall not be extended by compensatory time accrued. Upon separation of employment with the Employer, an employee will be compensated in the form of cash for all unused compensatory time earned.

Section 9.05 - Recording Overtime. Records of overtime of employees shall be prepared by each Department Head and submitted for payment or, in the event compensatory time is used, for recording.

Section 9.06 - Rest Periods. Any employee who works sixteen (16) or more continuous hours, excluding nonpaid lunch periods, shall, upon release from work, be entitled to an eight-hour (8-hour) rest period before he/she returns to work. If this rest period extends into an employee's regularly scheduled working hours, the employee will be excused from duty during that part of his/her shift in which the eight-hour rest period occurs.

Section 9.07 - Overtime Canvassing. When canvassing employees for overtime or call outs, employees shall be canvassed in batting order rotation by division, beginning with the most senior employee on the overtime list, within the classification normally responsible for performing the work. If sufficient employees in that classification do not accept the overtime, the Employer will assign the overtime to the qualified employee with least seniority within the classification. If the qualifications of employees within the classification are not required by the Employer for the assignment, then all other bargaining-unit employees on the overtime list shall be canvassed for the overtime assignment in batting order rotation. Subsequent overtime canvasses shall begin with the employee next on the list within a division following the employee who last worked the overtime, provided the employee possesses the qualifications required by the Employer for the assigned work.

ARTICLE 10 - LEAVE OF ABSENCES

Section 10.01 - Unpaid Leave. An employee, upon written request and with the approval of the Employer, may be granted a leave without pay subject to prior approval by the Fairview Heights City Council. A written request must include a statement of the employee's intended use of the leave and the date he/she shall return from leave. A leave as defined herein is a period of time up-to but not exceeding six (6) calendar months duration. Unpaid leave may be granted or extended by the City Council as its sole discretion, and approval or denial shall not be subject to the grievance procedure.

With the exception of Jury or Bereavement Leaves, or Special Leave (as provided for in Section 10.04, paragraph a, of this Article), no vacation, sick leave, holiday nor any other benefits shall accrue during a leave of absence from work during which the regular rate of pay is not accruing, unless otherwise agreed. Further, no seniority shall accrue during a leave of absence of one (1)

month- or longer, unless otherwise agreed. Computation of benefits for accrued sick leave or vacation will not be granted during the time of leave, unless otherwise agreed.

Section 10.02 - Jury Leave. An employee called-for jury duty shall be excused from work for days on which he/she is required to be available for such duty, and shall be paid his/her regular pay for such days and the payment he/she receives for jury service shall be remitted to the Treasurer's Office. The employee shall be entitled to retain any expense allowance paid by the court for such time.

An employee who is called for jury duty shall notify his/her supervisor on the next regularly scheduled working day after he/she receives the notice for duty.

Section 10.03 - Bereavement Leave. In the event of the death of an employee's spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, or the spouse's grandparent, parent, brother or sister, the employee shall be granted up to three (3) consecutive work days off with pay. In the event of the death of an employee's grandchild, brother-in-law, sister-in-law, aunt or uncle, the employee shall be granted the day of the funeral off with pay. The Employer may reasonably request proof of death and of the relationship in question. Leave time granted under this section shall include the date of the funeral.

Section 10.04 - Special Leave.

- a. In the event of extreme and unusual conditions, the Employer may authorize an employee to be absent with pay for personal reasons for a period not to exceed five (5) working days in any calendar year, provided that vacation time and any compensatory time off to which the employee may be entitled have been exhausted. Should a holiday designated in Section 12.01, Article 12 (Holidays), occur during said leave, said leave will not be deemed extended by such holiday, nor shall the employee be eligible for any additional compensation whatsoever due to the holiday occurring during said leave.
- b. The Employer may authorize special leaves, with or without pay and with or without any or all benefits, for any period or periods not to exceed one (1) calendar year for purposes that are deemed by the Employer to be beneficial to it, provided that vacation time and any compensatory time off to which the employee may be entitled have been exhausted. As a condition of such leave being granted, any and all benefits to which the employee may be granted during such leave will be expressly agreed to in writing by the Employer and the Union. Should a benefit not be expressly provided for in writing in such agreement the employee shall not be entitled to it.

Section 10.05 - Military Leave. An employee who is a member of a reserve unit of the Armed Forces of the United States, or of the Illinois National Guard, shall be granted military leave in accordance with applicable law.

Section 10.06 - Maternity Leave. Female employees shall be granted maternity leave in accordance with applicable state and federal law.

ARTICLE 11- SICK LEAVE

Section 11.01 - Sick Leave Accumulation. Sick leave is defined as an allotment of paid sick leave to be used only in case of nonservice-connected sickness or disability, other than as provided for under Section 11.07 of this Article, excluding sickness or disability resulting from an employee's employment for an entity other than the Employer, which renders an employee unable to perform the duties of his/her position. Accumulated sick leave is defined as unused sick leave that has accrued, up to a maximum of one thousand four hundred forty (1,440) hours of leave time at any one time.

Full-time employees will accumulate ten (10) hours of sick leave for each full calendar month of continuous, full-time service for the Employer during which the employee is receiving his/her regular rate of pay. Employees are eligible to use annual sick leave only after it has been credited to their records. A probationary employee shall not accumulate sick-leave; however, upon successfully completing his/her probationary period, an employee will be credited back to his/her date of hire with sick leave at the rate of ten (10) hours for each full calendar month of full-time, continuous service with the Employer.

Part-time employees will accumulate one (1) hour of sick leave for every forty (40) hours of continuous part-time service for the Employer during which the employee is receiving his/her regular rate of pay.

Employees shall accumulate sick leave while working or while off work due to the following reasons: A) a holiday as provided for under this Agreement; B) approved sick leave; C) vacation; D) workers' compensation; E) compensatory time off; F) authorized leave of absence with pay; and G) authorized leave of absence without pay if provided for under this Agreement, or by applicable law, or if mutually agreed to.

Section 11.02 - Eligibility Requirements. Any employee who has contracted or incurred and is suffering from any nonservice-connected sickness or disability, other than as provided for under Section 11.07 of this Article, excluding sickness or disability resulting from an employee's employment for an entity other than the Employer, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations due to exposure to a contagious disease as determined by a licensed medical physician's order.

Employees shall start to accumulate sick leave credit as of the date of their employment, and shall be eligible for sick-leave benefits: A) upon successful completion of their probationary period of employment; and B) once they have accrued sick leave hours, but not to exceed the amount of sick leave accrued.

Section 11.03 - Sick Leave Pay. The rate of sick leave pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the sick leave is being taken.

Section 11.04 - Sick Leave Notification. It is the responsibility of each employee requesting paid sick leave to notify their immediate supervisor. Employees who are requesting paid sick leave shall notify or cause notification to be made to their supervisor within one (1) hour of the time specified for the beginning of their work day.

In the event no sick leave notification is made in accordance with this Section, the employee's absence shall be considered and handled as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification to be made.

Sick-leave notification must be made for each work day that sick leave is being requested, unless this requirement is expressly waived by the Employer.

Section 11.05 - Certification of Sick Leave. In order to be eligible for sick leave, an employee upon returning to work must present to his/her Department head a statement from a reputable physician stating that the absence from work was required due to one of the reasons set forth in Section 11.02 (Eligibility Requirements). Such statement will normally apply to employees absent from work for three (3) or more consecutive work days or for a scheduled work day immediately before or after a holiday or vacation. The physician's statement presented to the Department Head shall state the following: A) that the employee's absence was necessary and B) that the employee is not fit to return to work.

The Employer shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

If an employee has received sick leave contrary to the provisions of this Agreement, or through any misrepresentations made by the employee or by 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 11.06 - Minimum Increments. Sick leave shall not be taken nor charged in increments of less than one (1) hour for the first hour. The employee will be charged for the actual time utilized (to the closest quarter hour) for any sick leave which is more than an hour but less than a day.

Section 11.07 - Job-Related Injury Or Illness. When an employee is entitled to Workers' Compensation, he/she may elect to draw from sick leave, compensatory time and vacation pay to make up the difference between Workers' Compensation and his/her normal salary, not to exceed one hundred percent (100%) of normal salary.

All claims will be handled in accordance with existing directives maintained in the City Clerk's office. (Resolution No. 1534-88)

ARTICLE 12 - HOLIDAYS

Section 12.01 - Designated Holidays. Employees covered by this Agreement will receive time off with pay for the following holidays:

New Year's Day	Presidents' Day
Martin Luther King, Jr. Day	Good Friday
Decoration (Memorial) Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Thanksgiving Friday
Christmas Day	

The above-mentioned holidays shall normally be observed on those dates designated by either the State of Illinois or the St. Louis Federal Reserve Bank.

Section 12.02 - Eligibility. In order to be eligible for holiday pay, an employee shall work his/her last scheduled work day immediately preceding the holiday and the first scheduled work day immediately after the holiday, unless on paid leave which had been previously approved by the Employer.

Section 12.03 - Pay for Unworked Holidays. Eligible employees who are not assigned to work on a holiday as designated in this Article shall receive holiday pay computed at their straight-time base rate of compensation for the number of hours for which they are normally and regularly scheduled to work, up to a maximum of eight (8) hours.

Section 12.04 - Pay for Worked Holidays. Eligible employees who work on a holiday designated under Section 12.01 of this Agreement shall be paid for those hours worked, up to a maximum of eight (8) hours, at one of the two following rates:

- a. For an employee hired prior to May 1, 1980, the rate of pay will be two and one-half (2 ½) times the straight-time, base hourly rate of pay, in addition to his/her regular straight-time pay;
- b. For an employee hired on or after May 1, 1980, the rate of pay will be one and one-half (1 ½) times the straight-time, base hourly rate of pay, in addition to his/her regular straight-time pay;

Compensation for hours worked in excess of the normal shift on a designated holiday, said normal shift being up to a maximum of eight (8) hours, shall be governed by Article 9 (Overtime) of this Agreement.

Section 12.05 - Part-time Employees. Part-time employees will be compensated for regularly scheduled hours lost as a result of a holiday.

ARTICLE 13 - VACATION

Section 13.01 - Eligibility. Nonprobationary employees covered by this Agreement shall earn paid vacation leave based upon straight-time hours worked. Employees shall be eligible to take vacation leave after one (1) year of continuous employment with the Employer. Upon successfully completing the probationary period, an employee will be credited with vacation from his/her last date of hire. No employee on a leave of absence shall earn vacation leave except when the leave is for the purpose of accepting a temporary working assignment for the Employer other than in the Land Use and Development or Public Works Departments, or unless otherwise provided for in this Agreement.

Section 13.02 - Accumulation Rate. Eligible employees will accumulate vacation leave time in accordance with the following schedule:

- a. from successful completion of probationary period until completion of 5 years of continuous service: eighty (80) hours per year. Part time employees shall receive two (2) weeks pay at the number of hours scheduled each week, or;
- b. from completion of 5 years of continuous service: one hundred twenty (120) hours per year. Part time employees shall receive three (3) weeks pay at the number of hours scheduled each week, or;
- c. from completion of 12 years of continuous service: one hundred sixty (160) hours per year. Part time employees shall receive four (4) weeks pay at the number of hours scheduled each week, or;
- d. from completion of 20 years of continuous service: two hundred (200) hours per year. Part time employees shall receive five (5) weeks pay at the number of hours scheduled each week, or;

Section 13.03 - Request for Vacation. In order to assure the efficient, orderly performance and continuity of work by employees of the Departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as possible, but in any case not less than one (1) week in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want to take leave, employees should, as set forth in Section 13.04 of this Article, actually request their vacations as many months in advance as possible.

Requests for vacation shall be granted upon approval of the appropriate supervisor, in accordance with Section 13.04 of this Article.

Section 13.04 - Scheduling Vacations. Vacations will be scheduled, insofar as practicable, at those times requested by each employee. However, it may be necessary for the Employer to prohibit employees from taking vacations during a particular period or at the same time.

Employees may schedule vacation on the basis of Local Union Seniority within each job classification. An employee with greater Local Union Seniority will be given preference in choice of vacation time over another employee if his/her selection is made by the first business day in March of each year. Where two or more employees within a job classification are tied in Local Union Seniority, then the employee having greater/est seniority will prevail. One or more employee(s) in any classification will be allowed to take vacation at any one time, unless otherwise authorized by the Employer. More than one employee in a classification may be allowed to take vacation at one time, if authorized by the Employer.

Notwithstanding the above scheduling requirements, in true emergency situations, the City will consider allowing employees to utilize some portion of their vacation time, if appropriate.

Section 13.05 - Holidays During Vacation. If a holiday designated in Article 12 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 13.06 - Usage. Once earned, vacation leave must be used within twelve (12) calendar months. Vacation leave may be carried over only when an employee is unable to take scheduled vacation based on the operational needs of the Employer (i.e., the Employer cancels the employee's vacation due to a true emergency). In such case, vacation leave must be used within six (6) months of the end of the employee's vacation year. Vacation leave shall normally be scheduled in increments of one (1) calendar week. However, each employee may take vacation leave in one-day increments subject to the operating needs of the Employer.

Section 13.07 - Vacation Pay. The rate of vacation pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the vacation is being taken.

ARTICLE 14 - TUITION REIMBURSEMENT

Section 14.01 - Tuition Reimbursement. Subject to annual appropriation, the Employer will reimburse an eligible employee for the cost of fees and tuition incurred by the employee for undertaking job-related studies. In order to be eligible for reimbursement by the Employer, the following requirements must be satisfied:

- a. The Employer shall determine and approve whether the course of study is relevant and beneficial to the employee's employment with the Employer, provided that approval is made in a manner that does not illegally discriminate against an employee;
- b. The employee must obtain approval from his/her Department Head before enrolling in the class;
- c. Any college or junior-college class must be taken at a public university, college or junior college within the State of Illinois unless otherwise authorized by the Employer, and;

- d. The employee must regularly attend and successfully complete the course of study.

Successful completion of a course of study is defined as completing and passing all course requirements with an overall grade of "C" or above.

Subject to the Employer's authorization, vocational education classes and other job-related studies not offered at a public school in Illinois may be taken by an employee with fees and tuition reimbursed by the Employer.

Should the employee's employment relationship terminate with the Employer, for any reason other than layoff, within one year of his/her being reimbursed for any and all fees, tuition or other amounts paid by the Employer, he/she shall reimburse the Employer for all said amounts prior to receiving his/her final paycheck. The employee authorizes the Employer, to take any action, including but not limited to deducting said amounts due from the employee's pay, in order to recover said amounts.

The Employer will not pay for books, nor rental of books, nor any supplies associated with studies undertaken by the employee.

Once an employee has attained a Bachelor's degree, or has been reimbursed by the Employer for the number of courses or credit hours equal to those required for a Bachelor's degree (regardless of whether or not the employee has attained a Bachelor's degree), he/she shall not be eligible for any additional reimbursement by the Employer for tuition, fees or related expenses.

Section 14.02 - Reimbursement Procedure. In order to be eligible for reimbursement, the employee shall provide his/her Department Head with a listing of courses, he/she wishes to attend and the cost of such courses. The employee may be required to provide the Department Head with a written course description, a breakdown of costs associated with completing the course and/or other documentation requested. The Department Head will provide written approval or denial of the request. If the request is approved, the employee shall sign a statement, as furnished by the Employer, stating the amount of payment requested for reimbursement and/or other documentation as required.

In order to receive reimbursement, the employee shall submit to the Department Head an expense voucher as furnished by the Employer, accompanied by a written receipt of payment and a copy of the grade report from the educational institution. The Department Head will attach the required documentation to a purchase order and forward same to the Treasurer so that reimbursement can be made to the employee.

ARTICLE 15 - GENERAL PROVISIONS

Section 15.01 - Termination of Employment. Employees who leave the service of the Employer for any reason shall receive all pay outlined in this Section which may be due them with the following qualifications:

- a. Unused Leave: Employees who have accrued unused vacation or compensatory time will receive cash in lieu of leave as part of their final pay, based upon their base rate of compensation in effect at the time of termination.
- b. Fringe Benefits: Sick leave, vacation, insurance, retirement, and any and all other benefits shall cease to accrue at the end of the business day on the date of an employee's termination. An employee shall be paid for all unused vacation and compensatory time accrued by him/her with their final paycheck.
- c. Reimbursement of Amounts Owed: An employee who owes any money to the Employer, at the time of said employee's separation, shall have his/her final pay applied against the account of whatever amount may be needed to satisfy said amount owed, and shall be given a receipt for the money credited. Partial settlement of any account by application of final pay shall not release the employee from any balance remaining due.
- d. Reimbursement of Educational Expenses: Reimbursement for educational fees, tuition and related expenses paid by the Employer shall be in accordance with Article 14 of this Agreement.
- e. Employer Property: All Employer-owned equipment or property in the possession of any employee must be accounted for and returned undamaged, except for ordinary wear experienced, or subsection C of this Section shall apply.
- f. In Case of Death: Should termination be caused by the death of an employee, the legal heir(s) of said employee will be entitled to receive payment for that vacation to which the employee was entitled; provided said heir(s) provide sufficient documentation to the Employer of their status as the employee's legal heir(s).

Section 15.02 - Safety. The Employer and the Union will cooperate in their continuing objective to eliminate accidents and safety hazards. The Employer agrees to provide a safe workplace for employees and to issue instructions covering safe working practices and to make available necessary equipment to protect employees against known hazards. It is the obligation of employees to follow instructions covering safe work practices and to use protective equipment furnished by the Employer. Employee safety concerns will be referred to the Safety Committee who will meet and discuss the issues raised. The Safety Committee will then address their concerns to the City's Planning Committee.

Section 15.03 - Work Clothing. The Employer shall provide employees in the Land Use and Development (including the Building Maintenance Department, the housekeeping group in the Building Maintenance Department) with work clothing. It shall be the responsibility of said employees in the Land Use and Development to launder and demonstrate reasonable care for said work clothing. The employees shall be obligated to wear the uniforms provided.

The Employer reserves the right to determine the manner in which this work clothing is provided, to select a rental service or vendor, and to select the style and color of the work clothing.

All employees who are provided with work clothing are required to wear said clothing and report to work with them being clean and neat in appearance.

All clothing provided by the Employer will remain the property of the Employer. Upon separation of employment, all clothing must be returned (or paid for) by the employee. Should the employee fail to return or reimburse the Employer for any clothing as provided under this Article, the amount due and owing shall be deducted from the employee's final paycheck.

Section 15.04 - Equipment/Vehicles. Employer-owned vehicles are intended for use in the conduct of Employer business. Personal use of said vehicles is prohibited.

When it is determined by the Employer that it is necessary for any employee to use a vehicle in order to facilitate the completion of his/her assigned duties, the employee will maintain a log on the vehicle indicating his/her name, the date(s) the vehicle was used and the mileage used during said use.

Section 15.05 - Expense Reimbursement. Employees who incur authorized business expenses as assigned by the Employer shall be reimbursed in accordance with the following:

Mileage Reimbursement for Personal Vehicles: Employees will be reimbursed for mileage in accordance with IRS regulations as set forth in the City's Personnel Code.

Meals: Employees shall be reimbursed for their costs of meals in the following maximum amounts:

Breakfast	\$10.00 per meal
Lunch	\$10.00 per meal
Dinner	\$30.00 per meal
Gratuity	15% of meal cost

In the event meeting, seminar, training or conference fees include meal provisions which are paid by the Employer, the above-mentioned maximum amounts shall not be paid by Employer.

Employees are required to submit written receipts for any and all expenses in order for reimbursements to be made by the Employer.

Section 15.06 - Safety Glasses. It is agreed that the Employer shall provide each employee whose position requires prescription safety eyewear with one pair of such glasses selected by the employee from two (2) styles selected by the City's vendor. Any employee who wants a different pair of safety glasses or additional pairs will pay for them themselves.

Section 15.07 - Personal Protective Equipment. The Employer shall provide and maintain all necessary personal protective equipment for employees.

Section 15.08 - Bulletin Boards. The Employer shall provide space on bulletin boards for posting Union notices.

Section 15.09 - General Facilities. The Employer will provide adequate facilities for breaks, storage of equipment and clean up.

Section 15.10 - Summer Help. The parties agree that the City may employ summer help between May 1 and September 15. Summer help shall be assigned less skilled work, provided regular employees are available to operate large equipment and perform the more skilled work.

Employees hired as summer help who work at least three (3) continuous months (and work at least 350 hours during that period) shall, if hired the following summer, be covered under the provisions of Article 3 after thirty (30) days of continuous service. At that time, in addition to being required to join the Union, such employees will be granted bidding rights in accordance with Article 7, Section 7.07.

Temporary employees who work more than six (6) months continuous months (and work at least 500 hours during that period) will be covered under the provisions of Article 3 after thirty (30) subsequent days of continuous services. At that time, in addition to being required to join the Union, such employees will be granted bidding rights in accordance with Article 7, Section 7.07.

Section 15.11 – CDL License: All employees who have the potential to operate vehicles which require a CDL must obtain and maintain a valid CDL License at the appropriate level (“A” or “B” depending on their job class) as a condition of continuing employment. It is further agreed that if an employee fails to obtain the applicable CDL, they will be given two (2) more opportunities within a three (3) month period from the date of the first test to obtain the applicable license. If the employee is disqualified or unable to obtain a CDL due to a documented ADA disability, the City will attempt to reasonably accommodate the employee to the extent that the accommodation is not an undue hardship to the City. It is further agreed that the City will pay the initial CDL license fee.

ARTICLE 16 - HEALTH AND WELFARE

Section 16.01 - Health Insurance: It is specifically agreed that effective October 17, 2013, for the term of this Agreement, the City will pay 100% of the applicable employee-only premium and the employee will be responsible for 25% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 75% of the applicable premium.

The City may, at its option, in addition to the current insurance coverage being provided, offer an alternative health insurance option for bargaining unit members and dependents. Bargaining unit members and their dependents may voluntarily opt into and out of this alternative health insurance plan during the annual open enrollment period should they so choose. An employee

may change annually should they so choose. No employee shall be penalized for failing to opt into or opting out of any alternative health insurance plan.

Section 16.02 - Dental Insurance: Beginning with the effective date of this Agreement, the Employer will pay 100% of the applicable employee-only premium and the employee will be responsible for 25% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 75% of the applicable premium for those full time employees electing to take such coverage, under the Employer's group dental insurance plan.

Section 16.03 - Life Insurance: Beginning with the effective date of this Agreement, the Employer will pay the premium cost of life insurance for each employee who opts to participate in the Employer's life-insurance program for employees.

It is agreed that the amount of life insurance provided to any employee under the City policy will not exceed Ninety Thousand Dollars (\$90,000), no matter the formula.

Section 16.04 - General Insurance Provisions: The following general provisions shall apply to the insurance program contained in this Article:

- a. With respect to all insurance coverage provided to employees, the Employer retains the right to change insurance carriers or self-insure all or any portion of the benefits;
- b. A difference between an employee or his/her dependent(s) or beneficiary and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for under this Agreement;
- c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer nor to the Union; nor shall such failure be considered a breach by the Employer nor the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier(s) from any liability it may have to the Employer, Union, employee, dependents of employees or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier(s) shall be controlling in all matters pertaining to benefits thereunder;
- d. Nothing in this Section 16.04 is intended to reduce the obligations of the Employer or the insurance carrier(s) with respect to established benefits under the insurance contractor policy;
- e. (1) Effective January 1, 2012, for full time employees electing to take coverage under the Employer's Group Health and Hospitalization Plan, the Employer agrees to be responsible for up to a total of Three Hundred and Seventy Five dollars (\$375.00) per employee per fiscal year towards the cost of prescription drug co-payments. Employees may submit valid receipts for reimbursement on

April 1 and October 1 of each year. It is further agreed that for calendar year 2012 only, any employee who has been reimbursed more than a total of Three Hundred and Seventy Five dollars (\$375.00) in 2012 prior to ratification will not be required to pay the City back for any monies paid in excess of a total of Three Hundred and Seventy Five dollars (\$375.00).

- f. The City will implement a \$125 plan for the benefit of employees who contribute for their medical coverage.

Section 16.05 - Pension. Pension benefits and requirements for employees covered by this Agreement shall be provided for under the Illinois Municipal Retirement Plan.

ARTICLE 17 - WAGES

Section 17.01 - Wage Increase. All covered employees will receive a two (2%) percent wage increase effective May 1, 2016; a 2.5% wage increase effective May 1, 2017; a 2% wage increase effective May 1, 2018; and a 2.5% wage increase effective May 1, 2019. Employees shall be subject to the following wage progression: upon hire date – 85% of the base pay rate of the position hired into; upon completion of three months of employment – 90% of the base pay rate of the position hired into; upon completion of six months of employment – 95% of the base pay rate of the position hired into; upon completion of nine months of employment – 100% of the base pay rate of the position hired into.

Section 17.02 - Longevity Pay. Full time employees, hired on or before October 16, 2013, whose job performance is rated as satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive, in addition to base wages, the higher of: 1) the longevity pay they were receiving immediately prior to the effective date of this Agreement or; 2) longevity pay as determined in accordance with the following:

For employees last hired prior to May 1, 1980, the following scale shall apply:

Completed Years of Continuous Service	Percentage of Base Wage
1 Year	2%
2 Years	4%
3 Years	6%
4 Years	8%
5 Years	10%
7 Years	12%
10 Years	14%
15 Years	16%
20Years	18%

For employees last hired on or after May 1, 1980, the following scale shall apply:

Completed Years of Continuous Service	Percentage of Base Wage
1 Year	2%
3 Years	4%
5 Years	6%
7 Years	8%
10 Years	10%
15 Years	12%
20 Years	14%

Longevity Pay. Part-time employees, hired on or before October 16, 2013, whose job performance is rated satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive, in addition to base wages, longevity pay. Longevity pay is determined in accordance with the following:

Completed Years of Continuous Service	Percentage of Base Wage
2 Years	1%
4 Years	2%
6 Years	3%
8 Years	4%
12 Years	5%
16 Years	6%
20 Years	7%

Section 17.03 - Education Incentive. In addition to an employee's base wages, the Employer shall provide an incentive for employees to obtain higher-education degrees. Education incentive pay shall be granted, subject to review by the Employer, for successfully completing one or both of the following:

- a. For completing an Associate Degree Program in a field directly related to the job currently being performed for the Employer, an employee shall receive a five percent (5%) incentive wage increase.
- b. For completing a Bachelor's Degree program in any field with at least twelve (12) semester hours in a field directly related to the job currently being performed for the Employer, an employee shall receive a ten percent (10%) incentive wage increase, unless said employee has already received the education incentive provided for in paragraph (a) above, in which case the incentive for Bachelor's Degree will be five percent (5%) for a total education incentive wage increase of ten percent (10%).

The awarding of an education incentive increase shall not affect the grade or step of the employee receiving said increase. Probationary employees shall not be eligible for education incentive increase pay.

The Employer shall determine which college course shall qualify for education incentive increases. An employee requesting education incentive increase pay shall be required to provide information concerning each college course, and proof of satisfactory completion of each course.

Section 17.04 - Shift Differential. Employees covered by this Agreement shall be paid a thirty cent (\$.30) shift differential for all regular, straight-time working hours falling outside of 7:00 a.m. to 5:00 p.m., and for all regular, straight-time working hours falling on Saturday or Sunday.

Section 17.05 - Severance Pay. Nonprobationary employees in good standing who are permanently laid off from continuous, full-time service with the Employer are eligible for severance pay in an amount equal to eighty (80) hours at the base wage amount. Said payment shall be based on the employee's base wage amount on the date the employee is laid off.

Section 17.06 - Annual Bonus. The Employer shall continue to pay each employee covered by this Agreement an Annual Christmas Bonus of one hundred fifty dollars (\$150.00). Such bonus shall be paid to each employee on the first payday in December.

Section 17.07 - Special Pay. Employees classified as Park Attendants or Laborers working split shifts shall receive a payment of three dollars (\$3.00) for each nightshift they are required to close the City Parks on straight time. Said special pay shall be in addition to their regular straight time pay.

Section 17.08 - Replacement Pay. In case of extended illness lasting a month or more the City will pay the employee who fills in for the absent employee at the employee's current wage rate if the employee performs all of the absent employee's functions.

ARTICLE 18 - DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply to terms used in it:

BARGAINING UNIT shall mean those employees holding the positions in City Departments in accordance with the Recognition Article of this Agreement.

BASE WAGE, RATE OF PAY or COMPENSATION shall mean the base, hourly, straight-time rate of compensation, excluding any fringe benefits or rates other than those required by law.

DIVISION shall be defined as one of the following: Bus Drive, Code Enforcement Animal Control, and Custodian.

EMPLOYEE shall mean a bargaining-unit employee employed in one of the positions listed in the Recognition Article of this Agreement on a full-time basis:

FULL-TIME shall be defined as normally and regularly employed by the City forty (40) hours weekly.

PART-TIME shall be defined as normally and regularly employed by the City less than forty (40) hours weekly.

REGULAR, as used to describe a bargaining-unit employee or job position, shall be defined as nonprobationary.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall be effective as of May 1, 2016, and shall remain in full force and effect until April 30, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the entire period of negotiations or mediation for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

In witness whereof, the parties hereto have affixed their signatures this ____ day of____, 2016.

For the Employers:

For the Union:

Mark Kupsky - Mayor

Keith Linderer, Business Manager

Karen J. Kaufhold – City Clerk

Eric Mooshegian, Business Representative

Vice-President, Ed Frawley

Shop Steward, Carolyn Clark

Shop Steward, Don Ulch

APPENDIX A - BASE PAY

OPERATING ENGINEERS LOCAL #148

POSITION

FULL-TIME

	<u>05/01/16</u>	<u>05/01/17</u>	<u>05/01/18</u>	<u>05/01/19</u>
Custodian	\$2,914.45	\$2,987.31	\$3,047.06	\$3,123.24
Youth Services Asst. Director	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Code Enforcement Assistant	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Head of Circulation	\$3,147.14	\$3,225.82	\$3,290.34	\$3,372.60
Office Staff II	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Land Use Secretary	\$3,493.10	\$3,580.43	\$3,652.04	\$3,743.34
Building Inspector Assistant	\$3,495.39	\$3,582.77	\$3,654.43	\$3,745.79
Office Staff I	\$3,677.46	\$3,769.40	\$3,844.79	\$3,940.91
Apprentice Mechanic	\$3,950.44	\$4,049.20	\$4,130.18	\$4,233.43
Laborer – Parks	\$4,236.44	\$4,342.35	\$4,429.20	\$4,539.93
Laborer – Streets M/C	\$4,267.52	\$4,374.21	\$4,461.69	\$4,573.23
Code Enforcement Officer	\$4,511.32	\$4,624.10	\$4,716.58	\$4,834.49
Lead Laborer – Street Dept.	\$4,540.34	\$4,653.85	\$4,746.93	\$4,865.60
Mechanic	\$4,511.32	\$4,624.10	\$4,716.58	\$4,834.49
Master Lead Mechanic	\$4,773.02	\$4,892.35	\$4,990.20	\$5,114.96
Lead Laborer – Mun. Complex	\$4,773.02	\$4,892.35	\$4,990.20	\$5,114.96

OPERATING ENGINEERS LOCAL #148

POSITION

PART-TIME

	<u>05/01/16</u>	<u>05/01/17</u>	<u>05/01/18</u>	<u>05/01/19</u>
Custodian	\$14.10	\$14.45	\$14.74	\$15.11
Clerk I	\$11.94	\$12.24	\$12.48	\$12.79
Clerk II	\$14.72	\$15.09	\$15.39	\$15.77
Clerk III	\$16.58	\$16.99	\$17.33	\$17.76
Circulation Clerk	\$14.72	\$15.09	\$15.39	\$15.77
Youth Services Assistant	\$14.72	\$15.09	\$15.39	\$15.77
Land Use Clerk	\$16.93	\$17.35	\$17.70	\$18.14
Code Enforcement/Animal	\$20.17	\$20.67	\$21.08	\$21.61
Building Inspector Assistant	\$20.17	\$20.67	\$21.08	\$21.61

"EXHIBIT C"

AGREEMENT

Between

CITY OF FAIRVIEW HEIGHTS, ILLINOIS

and

LOCAL UNION NO. 148, AFL-CIO

INTERNATIONAL UNION OF OPERATING ENGINEERS

PUBLIC WORKS AND STREETS AND PARKS AND RECREATION

DEPARTMENTS

MAY 1, 2016 – APRIL 30, 2020

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PREAMBLE

This Agreement entered into by the City of Fairview Heights, Illinois, hereinafter referred to as the "Employer", and Local Union No. 148 of the International Union of Operating Engineers, hereinafter referred to as the "Union", supersedes and cancels any and all previous agreements, whether written or oral, between the Employer and the Union or any individual, and concludes all collective bargaining between the parties for its term, unless otherwise provided in this Agreement or under law.

The parties agree 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.

The Employer and the Union mutually agree that their objective is to set forth herein their entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of employees in the Departments of Parks and Recreation, and Public Works, of Fairview Heights; and to provide for prompt and fair settlement of grievances without any work stoppages or any other activities which interfere with the operation of the Parks and Recreation Department or the Public Works Department. It is the Employer's and the Union's desire to provide the people of Fairview Heights, Illinois, with the highest-quality service by mutual agreement through good-faith negotiations.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1.01 - Employees Covered. The Employer and the Union agree that for purposes of administration, this Agreement shall pertain to the full-time, regular positions of Laborer and Attendant in the Parks and Recreation Department; and Laborer, Operator, Crew Leader, Mechanic, Lead Mechanic and Apprentice Mechanic in the Public Works Department (as certified by the Illinois State Labor Relations Board on May 22, 1990, in case number S-VR90-10). Temporary and part-time employees shall not be covered by this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 2.01 – Management’s Rights. The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct the employees of the City of Fairview Heights, including any of its Department, in all aspects, including, but not limited to all rights and authority granted by law or exercised by the Employer, except as expressly modified in this Agreement. Except as otherwise expressly stated herein, the policies of the Employer, including the Fairview Heights Parks and Recreation Department and/or the Public Works Department, are not to be considered a part of this Agreement. The rights and authority of the Employer include, but are not limited to, the rights to:

- a. determine its mission, policies and to set forth all standards of service offered to the public;
- b. plan, direct, control, assign and determine the operations or services to be conducted by its employees.
- c. determine the methods, means and number of personnel needed to carry out its mission;
- d. direct the entire working force, including the establishment of work standards;
- e. select, hire, schedule, assign and evaluate work, and to transfer employees within its departments, its various sections, and any of its operations;
- f. evaluate, test, promote or demote employees;
- g. suspend, discipline or discharge employees for just cause and with due regard for the principle of progressive discipline when appropriate;
- h. layoff or relieve employees;
- i. make, publish and enforce rules and regulations;
- j. introduce new or improved methods, equipment or facilities;
- k. contract out for goods and services to the extent permitted by this Agreement.

The Employer has the sole authority to determine the purpose and mission of the Fairview Heights Parks and Recreation Department and the Public Works Department and the amount of budgets to be adopted thereto.

The Employer agrees that the management’s rights enumerated above shall not be exercised for the purpose of evading or undermining this Agreement.

Section 2.02 - Subcontracting. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs; provided, however, the Employer shall not subcontract work for the purpose of undermining the bargaining unit or evading the terms and conditions of this Agreement. The Employer agrees that employees will not be laid off due solely to the Employer's subcontracting for services.

When practical, prior to subcontracting, representatives of the Personnel Committee and the City Administrator will meet with representatives of the Union to advise them as to the extent and nature of the Employer's subcontracting.

Section 2.03 - Outside Employment. In the event an employee is employed by any entity other than the Employer, said employment shall not affect the performance of his/her duties, nor shall such employment interfere with any operations of the Employer, nor render the Employer unable to meet its work force needs, nor shall it constitute, nor reasonably and objectively appear to constitute, a conflict of interest with employment for the Employer.

An employee shall show proof of liability insurance for any and all such employment elsewhere upon request by the Employer. Any employee working for any entity, other than the City of Fairview Heights, shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving such other employment.

Should an employee's employment by an entity other than the City of Fairview Heights violate the terms of this Section, the employee shall, upon written demand of the Employers, promptly terminate such other employment, and failure to do so will be grounds for disciplinary action.

Employees covered by this Agreement who accept employment with an entity other than the City of Fairview Heights, Illinois, shall notify the Employer in writing of such employment.

Section 2.04 - Civil-Emergency Conditions. If it is determined by the Employer 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 covering working hours, overtime canvassing, job assignments and vacations may be suspended by the Employer for such time as is reasonably necessary for the Employer to respond to the extreme civil emergency, provided that the Employer complies with applicable state-and federal laws. With respect to the processing of grievances under this Agreement, all time limits-for filing and responding to grievances will be extended for the duration of the suspension of normal operations. The Employer and the Union shall mutually agree on the resumption of said time limits.

Section 2.05 - Supervisors. Supervisors may perform work presently or previously performed by employees if supervisors have historically performed such work.

The above paragraph notwithstanding, no supervisor, unless a threat to public health or safety exists, shall perform work presently or previously performed by employees if so doing would deprive an employee of an overtime opportunity. It is agreed, however, that should all available employees be assigned to perform the overtime work, including call-outs, a supervisor may work with the employees so assigned to perform the work outside regularly scheduled hours; that is, so

long as employees are allowed the opportunity to work the overtime, the supervisor may also perform the work.

This section shall not apply to employees who are laid off.

Section 2.06 - Volunteers. In the event of lay offs or reduction of hours of Bargaining Unit employees, the City will not permit the use of volunteers to undermine Bargaining Unit jobs. When City volunteers request to volunteer to perform a project that has historically been bargaining unit work, the City will meet with the Steward to review the project, determine the number of volunteers and the estimated length of the project. Such requests by the City to permit its citizens to perform said work will not be unreasonably denied.

Section 2.07 - Discipline. Counselings and written warnings one (1) year old or older shall not be the basis for further discipline. Warning notices which do not expire by their term shall be given such weight as is reasonable under all the circumstances.

ARTICLE 3 - UNION SECURITY

Section 3.01 - Dues Deduction. Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deduction monthly to the International Union of Operating Engineers, Local Union No. 148, at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to the effective date of such increase(s).

Section 3.02 - Dues. With respect to any employee on whose behalf the City Treasurer receives written authorization on a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Treasurer by the Union. Union dues will be deducted from the pay of an employee only upon signed, written authorization by the employee and shall be subject to revocation by him/her at anytime by means- of a separate signed, written order by the employee. Revocation of dues deduction by the employee shall be effective ten (10) business days after said signed authorization is given to the Treasurer by said employee, and shall not apply to dues deducted prior to the effective date of revocation.

Should any employee revoke his/her authorization, he/she shall be eligible to request dues deduction by the Employer by submitting a newly completed, signed, written authorization; provided said reauthorization shall be submitted to the Treasurer only during the first week of the first pay period occurring in February or August.

Section 3.03 - Fair Share. Any employee who is not a member in good standing of the Union or ceases to be a member in good standing of the Union shall be required to pay a fair share of the cost of the collective-bargaining process and contract administration in pursuing matters

affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall deduct from the wages of any employee the fair-share financial obligation, as certified to the Employer by the Union, provided that the Union has certified in writing to the Employer, with sufficient and conclusive documentation, that:

- a. The employee has not applied for membership, or the employee is not a member in good standing and has been delinquent in his/her obligation to pay dues under this Article, or the employee has not paid his/her dues directly to the Union through means other than Employer checkoff, for at least thirty (30) days, and;
- b. The Union has provided reasonable notification to the employee of his/her obligation under this Article, of the manner in which the Union has calculated the fair-share fee, and of the Union's fair-share-objection procedure, and;
- c. The employee has been given a reasonable opportunity to pursue the fair-share objection procedure.

The Employer shall forward the fair-share amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made.

Any bargaining-unit employee who objects to the fair-share amount, as determined by the Union, will be provided a copy of the Union's fair-share objection procedure. The Union's procedure for resolution of fair-share fee objections shall comply with all applicable federal and state law.

The fair-share provisions of this Agreement shall be applied so as to safeguard the associational and nonassociational rights of employees to the extent and under the terms provided by applicable federal and state law.

Objections by an employee, or any difference or dispute between the Union and an employee concerning fair share, shall not be subject to the grievance procedure provided for in this Agreement. However, the grievance procedure shall be available for resolution of any difference or dispute between the Union and the Employer concerning the Employer's compliance with the provisions of this Article.

Section 3.04 - Indemnity. The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits, legal costs or other forms of liability (monetary or otherwise) 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.

Section 3.05 - Cost of Administration. The Employer reserves the right to negotiate with the Union over any costs incurred by the Employer in complying with this Article.

ARTICLE 4 - UNION ACTIVITIES

Section 4.01 - Nondiscrimination. Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

Section 4.02 - Visits by Union Representatives. Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the appropriate department head in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

Section 4.03 - Union Activities. Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allow, a unit representative will be permitted reasonable time away from his/her assigned job without loss of pay during working hours to:

- a. investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Article of this Agreement;
- b. transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- c. consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

"Unit representative" shall be defined as an employee elected or appointed by the Union. The Union shall elect and/or appoint two (2) employees as unit representatives, and two (2) employees as alternate unit representatives. The Union shall notify the Employer, in writing, as soon as such employees are elected or appointed. Said written notice shall be sent to the employee's Department Head.

No employee, unit representative nor alternate unit representative shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized by this Article shall not interfere with the efficient operations of the Employer.

Section 4.04 - Union Leaves. An employee may periodically be given leave of absence of one week or less in duration without pay, but with no loss of seniority, for the purpose of attending Union meetings, conventions or conferences. It is understood that requests for such leaves shall be made at least ten business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Departments of Public Works or Parks and Recreation.

An employee may be granted an unpaid leave of absence of more than one week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

ARTICLE 5 - NO STRIKES/NO LOCKOUTS

Section 5.01 - No Strike. During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slow-down, work stoppage, unauthorized absence, "work-to-rule" action, strike, picket, nor any other interference with the operations, statutory functions or obligations of the Employer.

Section 5.02 - No Lockouts. During the term of this Agreement; in consideration for the promise by the Union and the employees it represents to refrain from the conduct prohibited by Section 5.01, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Section 5.03 - Resumption of Operations. The Union agrees to notify all bargaining-unit employees and officers of the Union of their obligation and responsibility for maintaining compliance with this Article. The Union further agrees, in the event of action prohibited by Section 5.01, that it shall immediately act and request employees to return to work, and it shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.04 - Penalty. The Employer may discharge or discipline any employee who fails to carry out his/her responsibilities under this Article, subject to challenge by the Union under the Grievance Procedure of this Agreement. The failure to confer a penalty in any instance by the Employer is not a waiver of such right in any other instance nor is it a precedent. The failure of the Union to grieve any action taken by the Employer shall likewise not constitute a waiver nor set a precedent in any other instance.

Section 5.05 - Judicial Restraint. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.01 - Definition. A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement and the Employer with respect to the meaning or application of a provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of a provision of this Agreement. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

Section 6.02 - Grievance Procedure Steps. A grievance shall be resolved in the following manner:

Step 1 - Verbal Step: The affected employee, and/or the unit representative, shall orally discuss the grievance with his/her immediate supervisor who is outside the bargaining unit with the objective of settling the matter informally. It is expressly understood that if a discussion with the supervisor is intended to be the initiation of this grievance procedure, the employee, or the unit representative on behalf of the employee, and the supervisor will sign and date a Step-1 grievance form. Absent such a signed, dated form, the discussion between the parties shall not be considered as initiating the grievance procedure.

Step 2 - Written Step: If the grievance is not resolved at Step 1 and the employee wishes to file a written grievance, either he/she or the Union shall, within ten (10) business days of the Step-1 response or within ten (10) business days after the Step-1 response is due, serve a written grievance to the Department Head or his/her designee, at which time the Department Head or designee will return a signed; dated copy to the employee. 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 express provision(s) of the Agreement allegedly violated, state the contention of the employee(s) with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected and the Union.

Within five (5) business days after receipt of the written grievance, the parties involved shall meet or hold other discussions in an attempt to resolve the grievance. The Department Head, or his/her designee, shall give his/her written response, within ten (10) business days following the meeting, to the affected employee and the unit representative.

Step 3 - Personnel Committee: If the grievance is not resolved at Step 2 and the employee wishes to pursue the grievance, either he/she or the Union may, within ten (10) business days of the date of the Step-2 answer, or within ten (10) business days of the date the Step-2 answer was due, submit a written request to meet with the Personnel Committee of the City Council.

The Personnel Committee shall schedule a closed meeting on the grievance to take place at a time mutually agreeable to the Employer and the Union. Each party shall be entitled to present any and all relevant documents and present and question any persons familiar with the facts of the grievance. The meeting shall be closed to the public. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the Committee's hearing. The Committee, or its designee, shall mail its response to the Union's business office within ten (10) business days following the meeting.

Step 4 - Mediation: If the grievance is not satisfactorily resolved at Step 3, it may be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step-3 response, or within fifteen (15) business days after the Committee's Step-3 response was due. The parties shall jointly submit a written request to the Federal

Mediation and Conciliation Service (FMCS) 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 voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties. If the parties fail to reach a voluntary settlement, the mediator shall issue an advisory opinion.

Step 5 - Arbitration: If the grievance is not satisfactorily resolved at Step 4 in accordance with the grievance-mediation procedure, the Union may request in writing, within fifteen (15) business days after the mediator has issued an advisory opinion, that the grievance be submitted to binding arbitration. In the event the Union requests arbitration in writing, the parties shall jointly submit a written request to the FMCS to supply a list of seven (7) arbitrators. 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 parties shall reach agreement upon an arbitrator within ten (10) business days after receipt of the list from FMCS. Both the Employer and the Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with the Union striking the first name, the Employer striking the second name, and so on, until one name remains. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date upon which the parties can mutually agree. Once a mutually agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the hearing.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the court reporter, a transcript for the arbitrator, and the hearing room, if any. The arbitration hearing will be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 6.03 - 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 and the practice thereunder 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 be without power to make decisions contrary to or inconsistent with applicable federal and state law. The arbitrator's

decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms and practices of this Agreement to the facts of the grievance presented. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding.

Section 6.04 - Time Limits. Time limits set forth in this Article may be extended by mutual agreement of the Union and the Employer. Failure on the part of the grievant to meet any time requirement shall be interpreted as terminating the grievance on a non-precedent-setting basis. Failure on the part of the Employer to meet any time requirement shall allow the grievant to automatically use the next step of the procedure. The parties may agree to waive any step of the grievance procedure by mutual agreement.

In computing time limits under this Article, the first business day of any time limit shall be the first business day occurring after the occurrence or event giving rise to the grievance, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given by the Employer; the last business day of that time limit shall be deemed to end at 5:00 p.m. on that business day.

Section 6.05 - Employee Time Off. The Employer agrees to allow limited and reasonable time during regularly scheduled work hours for processing a grievance in Steps 1, 2 or 4, provided such time off does not interfere with the operations of the Employer. The Employer agrees to allow limited and reasonable time during regularly scheduled work hours to attend a Step-3 and/or Step-4 hearing. The Employer may allow an employee reasonable and limited time off from duty, at no expense to the Employer to attend other steps of this grievance procedure such time off will not interfere with the operations of the Employer.

Under no circumstances shall the processing of grievances, attendance at Step-3 and/or Step 4 hearings nor other time off result in overtime compensation to any employee. The employee must obtain prior approval from the appropriate supervisor for any grievance-related time off. Approval will not be unreasonably denied.

Section 6.06 - Business Day Defined. For the purpose of this Agreement, "business day" shall be defined as a day on which the Fairview Heights city hall is open for regular business to the public, Monday through Friday, from the hours of 8:30 a.m. to 5:00 p.m., excluding holidays as defined in Article 12, Holiday, of this Agreement.

ARTICLE 7 - SENIORITY

Section 7.01 - Seniority Defined. For the purposes of this Agreement, seniority shall be defined as an employee's length of continuous, full-time service on behalf of the Employer since his/her last date of hire, less any adjustments due to leaves of absence, if applicable. The application of seniority shall be limited to the express provisions of this Agreement.

For the purposes of this Agreement, the following definitions shall apply:

Local Union Seniority: Local union seniority is defined as seniority resulting from employment in a bargaining-unit position in the Public Works or Parks and Recreation Departments, as opposed to employment with the Employer.

City Seniority: City seniority, as used in this Agreement, shall be defined as seniority as provided in the first paragraph of this Section.

Section 7.02 - Tied Seniority. Should any employee be tied with another in Local Union Seniority, the employee with the greater City Seniority shall be deemed the more senior employee for the purposes of this Agreement.

Section 7.03 - Probationary Period. “Probationary employee” is defined as an employee who has been employed by the Employer for nine (9) calendar months of full-time, nontemporary, continuous service or less since his/her last date of hire. The Probationary period shall be nine (9) months of full-time or 1170 hours of part time, continuous service since the employee’s last date of hire, whichever comes first.

During the probationary period, a probationary employee may be discharged, disciplined, laid off, or otherwise dismissed at the sole discretion of the Employer, with respect to which the employee shall have no recourse to review.

There shall be no seniority among probationary employees other than as expressly provided in this Section. After successful completion of the probationary period, an employee shall be granted seniority and added to the seniority list as of his/her date of hire. However, a probationary employee’s length of service will be a consideration for the purposes of overtime assignments and promotions to bargaining-unit positions during the final three (3) months of the probationary period.

An employee’s probationary period may be extended by mutual agreement between the Employer and the Union.

Section 7.04 - Breaks in Seniority. Any and all seniority and the employment relationship shall be terminated for the following reasons:

- a. If an employee is discharged, unless the discharge is reversed;
- b. If an employee retires, quits or resigns;
- c. If an employee is absent for three (3) consecutive work days without notifying the Employer, and does not give a satisfactory reason for failing to report;
- d. If an employee who has been laid off fails to return to work on the prescribed date after being properly notified to report to work, and does not give a satisfactory reason for failing to report;

- e. If an employee fails to return from an authorized leave of absence on the appointed date, and does not give a satisfactory reason for failure to report;
- f. If a nonprobationary employee is laid off for a period of twenty-four (24) continuous calendar months, he/she shall, however, not lose his/her seniority, if it exceeds twenty-four (24) months, unless he/she is laid off for a continuous period equal to the seniority he/she had acquired under Section 7.01 of this Article at the time of layoff. In the event that an employee, with five (5) or more years of service is laid off in excess of five (5) continuous years, then the seniority of such employee shall terminate.

Section 7.05 - Layoffs. The Employer at its sole discretion shall determine whether layoffs are necessary. In the event of layoffs, employees shall be laid off from the affected job classification in accordance with: the employee's demonstrated skills, qualifications and ability to perform the remaining work available without further training and the employee's local union seniority. Where two or more employees have demonstrated sufficient skills, ability and qualifications to perform the work without further training, then the employee(s) with less (or the least) local-union seniority will be laid off first from the job classification.

An employee, who as a result of layoff loses his/her position, may accept the layoff or may bump into an equal- or lesser-ranked, bargaining-unit job classification. Said employee will be permitted to bump an equal- or lesser-ranked bargaining unit employee with less seniority, provided the more senior employee can demonstrate that he/she is sufficiently skilled, able and qualified to do the work of that job classification which the less senior employee holds.

Section 7.06 - Layoff Status and Recall. Employees who are laid off shall be considered on layoff status for a period of twenty-four continuous months from the date on which they were laid off. During this period of layoff status, if there is a recall to the job classification from which a lay-off occurred, employees who are still on layoff status shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. No new employee shall be hired into a bargaining-unit classification until employees from that job classification who are on layoff status have been offered recall. Moreover, employees who are laid off will be recalled to another bargaining unit position, if capable of performing the work without substantial additional training, prior to hiring someone new from outside the bargaining unit. However, employees on layoff status shall not be entitled to any accrual of seniority of any kind nor any form of compensation by the Employer during layoff status.

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 with a copy to the Union, provided that the employee must notify the Department Head of his/her intention to return 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, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee on layoff status to provide the Department Head with his/her current mailing address.

Section 7.07 - Job Bidding. Employees shall be permitted to bid on jobs which the Employer intends to fill within the bargaining unit prior to the Employer hiring from outside the bargaining unit in accordance with the following procedure:

- a. Job openings which the Employer intends to fill will be posted for seven (7) business days or until the position is filled.
- b. An employee from the division where the opening occurs who has applied for the job opening in writing to the Department Head within the time of posting will be considered for the job on the basis of Local Union seniority; provided that, in the opinion of the City (subject to the provisions of Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.
- c. When the job opening is not filled by an employee within the division in which the opening occurs by Local Union seniority, an employee from another division or department will be considered for the job on the basis of Local Union seniority; provided that, in the opinion of the City (subject to the provisions of Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.
- d. When the job opening is not filled by an employee within the contractual unit Covered by this Agreement as specified above, all other regular part-time and full-time City employees will be considered for the job based on skills, abilities and qualifications for the job before any temporary employee or new hires are considered, provided that, in the opinion of the City (subject to the provisions of Article 6), the employee possesses the skills, abilities, qualifications, and/or prior experience that the City requires.

An employee scheduled for absence from work due to taking paid vacation for an entire posting period: 1) may be advised of the vacancy prior to the posting in order to allow him/her to apply for the vacancy, or 2) shall be sent a notice of the opening by the Employer by certified mail to the employee's last known address not later than the first day of posting, it being the obligation and responsibility of the employee to provide his/her Department Head with his/her current mailing address. In either case, if the employee wishes to apply for the opening, he/she shall have delivered his/her written application to the Department Head in whose department the opening occurs on or before the last day of the posting period. If the Department Head does not receive said employee's written application on or before the last day of posting, then the employee shall be deemed to have waived any and all rights to apply for the position.

Section 7.08 - Seniority List. Seniority of employees covered by this Agreement shall be in accordance with Appendix A of this Agreement. Said Appendix A shall fully resolve any and all questions of both local union seniority and seniority affecting employees covered under this Agreement.

The Employer shall maintain and keep current said seniority lists in Appendix A. Any and all revisions to said Appendix shall be sent to the bargaining-unit vice president.

Section 7.09 - Testing. A Union steward shall be permitted to witness the testing of employee(s) performing required job functions when such testing is required to determine an employee's qualifications for a particular job.

Section 7.10 - Successful Bidder. An individual who is a successful bidder into a new position will be on probation in the new position for a three (3) month period and subject to removal from that position and return to their former position by the City at any time during the probationary period due solely to not being able to satisfactorily perform the duties of the position. Prior to the City removing the Employee from the position, there shall be a meeting between the City, the Employee and the Union, to discuss the issues regarding the Employee's inability to satisfactorily perform the job duties; in addition there will be a good faith effort by the parties to assist the Employee with the issues affecting their ability to satisfactorily perform the job duties, if possible. The Employee can voluntarily return to their former position at any time during the first ten (10) working days in the new job. Any Employee who exercises their right to return to their former position may not bid on another opening for a twelve (12) month period.

ARTICLE 8 - HOURS OF WORK

This Article defines the normal hours of work. Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

Section 8.01 - Work Periods. The normal work week shall be between 12:01 a.m. Monday and midnight the following Sunday. The Employer shall retain the sole right to change the scheduled workweek; however, the Employer shall provide notice of any changes in the normal work schedule as far in advance as is reasonably practical.

Section 8.02 - Meal Periods. Employees shall be entitled to an unpaid one-half-hour lunch period at or near the middle of each shift of eight (8) hours or more. Parks and recreation and street department employees will be provided with time to proceed directly to the lunch area and clean up before the lunch half hour begins. Employees who elect not to proceed directly to the lunch area will have such time deducted from their lunch period. All employees are expected to report directly to their work site at the end of their lunch period.

Section 8.03 - Shift Bidding. If the Employer elects to establish different shift or schedules to any group of employees, the affected employees will be allowed to bid on the new schedules(s) based on seniority.

ARTICLE 9 - OVERTIME

Section 9.01 - Overtime Compensation. The Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job.

Overtime work must be authorized in advance by the appropriate supervisor. The Employer shall have the right to require overtime work. It shall be incumbent starting with the junior qualified employee(s) to work such overtime assignments.

Overtime will be compensated at the rate of one and one-half (1-1/2) times the base rate of compensation. Overtime compensation for employees will be given for all hours worked in excess of forty (40) hours in a work week, or for hours worked in excess of an assigned shift provided said shift is at least eight (8) hours duration, when such time is required to be worked and assigned by the Employer.

No fringe benefits, other than those mandated by state or federal law, shall accrue due to overtime hours worked.

Section 9.02 - No Pyramiding. Premium compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 9.03 - Call-Outs. An employee called back to work after having left work shall receive a minimum of two (2) hours of overtime compensation unless the time extends to his/her regular work shift; Call-out pay shall not be paid for early reporting to work, working a rescheduled shift, nor due to an employee's being held over beyond the scheduled workday. A call-out does not apply to regularly scheduled overtime, but is meant to include specific call-outs. Employees who are called out on a holiday designated in Section 12.01 (Designated Holidays) of this Agreement shall be compensated at the worked holiday rate.

Call-outs will be assigned in accordance with the overtime canvassing procedure set forth in Section 9.07 of this Article. If the employee accepts or is assigned for call-out, response to the call-out will be immediate.

Whenever an overtime situation occurs at the end of a shift which is anticipated to last one hour or less, the employee performing the work will perform the work required in lieu of utilizing the call-out procedure contained in the Agreement.

Section 9.04 - Compensatory Time. Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 9.01 (Overtime Compensation) of this Agreement.

The use and scheduling of compensatory time must be applied for and approved in advance by the Employer. Compensatory time shall be taken at such times as will not interfere with the efficient operations of the Department. The supervisor may limit the number of employees who can use compensatory time at the same time. If an employee requests compensatory time seven (7) days or more prior to the time that they desire to use it, the supervisor will notify the employee concerning the status of their request at least seventy-two (72) hours before the time off requested. If an employee provides a supervisor with less than seven (7) days but more than forty-eight (48) hours notice of their desire to utilize compensatory time, the supervisor will advise the employee of the status of their request not later than twenty-four (24) hours prior to

the time off requested. In any case, compensatory time off will not be taken in increments of less than one (1) hour.

The Employer reserves the right to buy out unused compensatory time in the form of cash. No employee shall be allowed to earn more than forty (40) hours of compensatory time in any one calendar year without prior written authorization by the Employer. An employee may carry no more than sixty (60) hours of compensatory time at any one time. An employee can elect to receive pay in lieu of such time off at the time the employee submits his/her hours for the pay period.

In the event of termination, an employee's employment with the Employer shall not be extended by compensatory time accrued. Upon separation of employment with the Employer, an employee will be compensated in the form of cash for all unused compensatory time earned.

Section 9.05 - Recording Overtime. Records of overtime of employees shall be prepared by each Department Head and submitted for payment or, in the event compensatory time is used, for recording.

Section 9.06 - Rest Periods. Any employee who works sixteen (16) or more continuous hours, excluding nonpaid lunch periods, shall, upon release from work, be entitled to an eight-hour (8-hour) rest period before he/she returns to work. If this rest period extends into an employee's regularly scheduled working hours, the employee will be excused from duty during that part of his/her shift in which the eight-hour rest period occurs.

Section 9.07 - Overtime Canvassing. When canvassing employees for overtime or call outs, employees shall be canvassed in batting order rotation by division, beginning with the most senior employee on the overtime list, within the classification normally responsible for performing the work. If sufficient employees in that classification do not accept the overtime, the Employer will assign the overtime to the qualified employee with least seniority within the classification. If the qualifications of employees within the classification are not required by the Employer for the assignment, then all other bargaining-unit employees on the overtime list shall be canvassed for the overtime assignment in batting order rotation. Subsequent overtime canvasses shall begin with the employee next on the list within a division following the employee who last worked the overtime, provided the employee possesses the qualifications required by the Employer for the assigned work.

Section 9.08 - Snow Removal Overtime. The provisions for canvassing overtime in Section 9.07 above, shall be suspended for snow removal only, to the extent provided for in this Section, for the snow removal period of November, December, January, February, March and April.

During this period snow removal overtime shall be handled by establishing two (2) crews from the three (3) divisions (Street Maintenance, Vehicle Maintenance and Building Maintenance) in the Department of Public Works, and two (2) crews in the Parks and Recreation Department. One crew in each department shall be scheduled to work snow removal from 12:00 midnight to 12:00 noon and the other crew from 12:00 noon to 12:00 midnight. At the end of each pay period during the entire snow removal period, the two crews shall rotate these hours.

Employees shall be canvassed in seniority order to determine their initial crew assignment, subject to the operational needs of the Employer. The crews will be established and posted by October 31 of each year.

In the event that less than a full crew is needed, the City will contact the number of individuals it needs in seniority order.

Should the Employer be unable to contact a crew member for his/her respective shift, the crew member on the opposite shift who is on the same route shall be contacted and required to report and fill the vacancy. The crew member replaced will then be required to report to the opposite shift and remain on that shift for the duration of the snow fall currently being removed. At the conclusion of that particular event, the replaced employees shall be transferred back to their original crews.

Should additional employees be needed for snow removal overtime, eligible employees in the bargaining unit shall be canvassed in accordance with Section 9.07 of this Article.

When the City utilizes twelve (12) hour shifts on holidays and weekends and the City is unable to contact a crew member for his/her respective snow removal shift, the crew member assigned to the other twelve (12) hour shift who is on the same route shall be contacted and required to report to work and fill the vacancy. However, should the call out be for three (3) hours or less, then the called-out crew member will remain and perform his/her assignment on the next shift as scheduled.

ARTICLE 10 - LEAVE OF ABSENCES

Section 10.01 - Unpaid Leave. An employee, upon written request and with the approval of the Employer, may be granted a leave without pay subject to prior approval by the Fairview Heights City Council. A written request must include a statement of the employee's intended use of the leave and the date he/she shall return from leave. A leave as defined herein is a period of time up-to but not exceeding six (6) calendar months duration. Unpaid leave may be granted or extended by the City Council as its sole discretion, and approval or denial shall not be subject to the grievance procedure.

With the exception of Jury or Bereavement Leaves, or Special Leave (as provided for in Section 10.04, paragraph a, of this Article), no vacation, sick leave, holiday nor any other benefits shall accrue during a leave of absence from work during which the regular rate of pay is not accruing, unless otherwise agreed. Further, no seniority shall accrue during a leave of absence of one (1) month- or longer, unless otherwise agreed. Computation of benefits for accrued sick leave or vacation will not be granted during the time of leave, unless otherwise agreed.

Section 10.02 - Jurv Leave. An employee called-for jury duty shall be excused from work for days on which he/she is required to be available for such duty, and shall be paid his/her regular pay for such days and the payment he/she receives for jury service shall be remitted to the

Treasurer's Office. The employee shall be entitled to retain any expense allowance paid by the court for such time.

An employee who is called for jury duty shall notify his/her supervisor on the next regularly scheduled working day after he/she receives the notice for duty.

Section 10.03 - Bereavement Leave. In the event of the death of an employee's spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, or the spouse's grandparent, parent, brother or sister, the employee shall be granted up to three (3) consecutive work days off with pay. In the event of the death of an employee's grandchild, brother-in-law, sister-in-law, aunt or uncle, the employee shall be granted the day of the funeral off with pay. The Employer may reasonably request proof of death and of the relationship in question. Leave time granted under this section shall include the date of the funeral.

Section 10.04 - Special Leave.

- a. In the event of extreme and unusual conditions, the Employer may authorize an employee to be absent with pay for personal reasons for a period not to exceed five (5) working days in any calendar year, provided that vacation time and any compensatory time off to which the employee may be entitled have been exhausted. Should a holiday designated in Section 12.01, Article 12 (Holidays), occur during said leave, said leave will not be deemed extended by such holiday, nor shall the employee be eligible for any additional compensation whatsoever due to the holiday occurring during said leave.
- b. The Employer may authorize special leaves, with or without pay and with or without any or all benefits, for any period or periods not to exceed one (1) calendar year for purposes that are deemed by the Employer to be beneficial to it, provided that vacation time and any compensatory time off to which the employee may be entitled have been exhausted. As a condition of such leave being granted, any and all benefits to which the employee may be granted during such leave will be expressly agreed to in writing by the Employer and the Union. Should a benefit not be expressly provided for in writing in such agreement the employee shall not be entitled to it.

Section 10.05 - Military Leave. An employee who is a member of a reserve unit of the Armed Forces of the United States, or of the Illinois National Guard, shall be granted military leave in accordance with applicable law.

Section 10.06 - Maternity Leave. Female employees shall be granted maternity leave in accordance with applicable state and federal law.

ARTICLE 11 - SICK LEAVE

Section 11.01 - Sick Leave Accumulation. Sick leave is defined as an allotment of paid sick leave to be used only in case of nonservice-connected sickness or disability, other than as

provided for under Section 11.07 of this Article, excluding sickness or disability resulting from an employee's employment for an entity other than the Employer, which renders an employee unable to perform the duties of his/her position. Accumulated sick leave is defined as unused sick leave that has accrued, up to a maximum of one thousand four hundred forty (1,440) hours of leave time at any one time.

Employees will accumulate ten (10) hours of sick leave for each full calendar month of continuous, full-time service for the Employer during which the employee is receiving his/her regular rate of pay. Employees are eligible to use annual sick leave only after it has been credited to their records. A probationary employee shall not accumulate sick-leave; however, upon successfully completing his/her probationary period, an employee will be credited back to his/her date of hire with sick leave at the rate of ten (10) hours for each full calendar month of full-time, continuous service with the Employer.

Employees shall accumulate sick leave while working or while off work due to the following reasons: A) a holiday as provided for under this Agreement; B) approved sick leave; C) vacation; D) workers' compensation; E) compensatory time off; F) authorized leave of absence with pay; and G) authorized leave of absence without pay if provided for under this Agreement, or by applicable law, or if mutually agreed to.

Section 11.02 - Eligibility Requirements. Any employee who has contracted or incurred and is suffering from any nonservice-connected sickness or disability, other than as provided for under Section 11.07 of this Article, excluding sickness or disability resulting from an employee's employment for an entity other than the Employer, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations due to exposure to a contagious disease as determined by a licensed medical physician's order.

Employees shall start to accumulate sick leave credit as of the date of their employment, and shall be eligible for sick-leave benefits: A) upon successful completion of their probationary period of employment; and B) once they have accrued sick leave hours, but not to exceed the amount of sick leave accrued.

Section 11.03 - Sick Leave Pay. The rate of sick leave pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the sick leave is being taken.

Section 11.04 - Sick Leave Notification. It is the responsibility of each employee requesting paid sick leave to notify their immediate supervisor. Employees who are requesting paid sick leave shall notify or cause notification to be made to their supervisor within one (1) hour of the time specified for the beginning of their work day.

In the event no sick leave notification is made in accordance with this Section, the employee's absence shall be considered and handled as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification to be made.

Sick-leave notification must be made for each work day that sick leave is being requested, unless this requirement is expressly waived by the Employer.

Section 11.05 - Certification of Sick Leave. In order to be eligible for sick leave, an employee upon returning to work must present to his/her Department head a statement from a reputable physician stating that the absence from work was required due to one of the reasons set forth in Section 11.02 (Eligibility Requirements). Such statement will normally apply to employees absent from work for three (3) or more consecutive work days or for a scheduled work day immediately before or after a holiday or vacation. The physician's statement presented to the Department Head shall state the following: A) that the employee's absence was necessary and B) that the employee is not fit to return to work.

The Employer shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

If an employee has received sick leave contrary to the provisions of this Agreement, or through any misrepresentations made by the employee or by 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 11.06 - Minimum Increments. Sick leave shall not be taken nor charged in increments of less than one (1) hour for the first hour. The employee will be charged for the actual time utilized (to the closest quarter hour) for any sick leave which is more than an hour but less than a day.

Section 11.07 - Job-Related Injury Or Illness. When an employee is entitled to Workers' Compensation, he/she may elect to draw from sick leave, compensatory time and vacation pay to make up the difference between Workers' Compensation and his/her normal salary, not to exceed one hundred percent (100%) of normal salary.

All claims will be handled in accordance with existing directives maintained in the City Clerk's office. (Resolution No. 1534-'88)

ARTICLE 12 - HOLIDAYS

Section 12.01 - Designated Holidays. Employees covered by this Agreement will receive time off with pay for the following holidays:

New Year's Day	Presidents' Day
Martin Luther King, Jr. Day	Good Friday
Decoration (Memorial) Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Thanksgiving Friday
Christmas Day	

The above-mentioned holidays shall normally be observed on those dates designated by either the State of Illinois or the St. Louis Federal Reserve Bank.

Section 12.02 - Eligibility. In order to be eligible for holiday pay, an employee shall work his/her last scheduled work day immediately preceding the holiday and the first scheduled work day immediately after the holiday, unless on paid leave which had been previously approved by the Employer.

Section 12.03 - Pay for Unworked Holidays. Eligible employees who are not assigned to work on a holiday as designated in this Article shall receive holiday pay computed at their straight-time base rate of compensation for the number of hours for which they are normally and regularly scheduled to work, up to a maximum of eight (8) hours.

Section 12.04 - Pay for Worked Holidays. Eligible employees who work on a holiday designated under Section 12.01 of this Agreement shall be paid for those hours worked, up to a maximum of eight (8) hours, at one of the two following rates:

- a. For an employee hired prior to May 1, 1980, the rate of pay will be two and one-half (2 ½) times the straight-time, base hourly rate of pay, in addition to his/her regular straight-time pay;
- b. For an employee hired on or after May 1, 1980, the rate of pay will be one and one-half (1 ½) times the straight-time, base hourly rate of pay, in addition to his/her regular straight-time pay;

Compensation for hours worked in excess of the normal shift on a designated holiday, said normal shift being up to a maximum of eight (8) hours, shall be governed by Article 9 (Overtime) of this Agreement.

Section 12.05 - Part-time Employees. Part-time employees will be compensated for regularly scheduled hours lost as a result of a holiday.

ARTICLE 13 - VACATION

Section 13.01 - Eligibility. Nonprobationary employees covered by this Agreement shall earn paid vacation leave based upon straight-time hours worked. Employees shall be eligible to take vacation leave after one (1) year of continuous employment with the Employer. Upon successfully completing the probationary period, an employee will be credited with vacation from his/her last date of hire. No employee on a leave of absence shall earn vacation leave except when the leave is for the purpose of accepting a temporary working assignment for the Employer other than in the Public Works or Parks and Recreation Departments, or unless otherwise provided for in this Agreement.

Section 13.02 - Accumulation Rate. Eligible employees will accumulate vacation leave time in accordance with the following schedule:

- from successful completion of probationary period until completion of 5 years of continuous service: eighty (80) hours per year, or;
- from completion of 5 years of continuous service: one hundred twenty (120) hours per year, or;
- from completion of 12 years of continuous service: one hundred sixty (160) hours per year, or;
- from completion of 20 years of continuous service: two hundred (200) hours per year.

Section 13.03 - Request for Vacation. In order to assure the efficient, orderly performance and continuity of work by employees of the Departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as possible, but in any case not less than one (1) week in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want to take leave, employees should, as set forth in Section 13.04 of this Article, actually request their vacations as many months in advance as possible.

Requests for vacation shall be granted upon approval of the appropriate supervisor, in accordance with Section 13.04 of this Article.

Section 13.04 - Scheduling Vacations. Vacations will be scheduled, insofar as practicable, at those times requested by each employee. However, it may be necessary for the Employer to prohibit employees from taking vacations during a particular period or at the same time.

Employees may schedule vacation on the basis of Local Union Seniority within each job classification. An employee with greater Local Union Seniority will be given preference in choice of vacation time over another employee if his/her selection is made by the first business day in March of each year. Where two or more employees within a job classification are tied in Local Union Seniority, then the employee having greater/est seniority will prevail. One or more employee(s) in any classification will be allowed to take vacation at any one time, unless otherwise authorized by the Employer. More than one employee in a classification may be allowed to take vacation at one time, if authorized by the Employer. Street Department employees with five (5) or more years of continuous, full-time service with the Employer may take up to one hundred twenty hours of vacation leave, including one (1) week common to all employees, from May 1st through September 30th.

Employees receiving a rate of two hundred (200) hours of vacation leave annually shall be required to take at least forty (40) hours of vacation leave, after the vacation is accumulated, in either the month of November, December, January, February, March or April.

Notwithstanding the above scheduling requirements, in true emergency situations, the City will consider allowing employees to utilize some portion of their vacation time, if appropriate.

Section 13.05 - Holidays During Vacation. If a holiday designated in Article 12 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 13.06 - Usage. Once earned, vacation leave must be used within twelve (12) calendar months. Vacation leave may be carried over only when an employee is unable to take scheduled vacation based on the operational needs of the Employer (i.e., the Employer cancels the employee's vacation due to a true emergency). In such case, vacation leave must be used within six (6) months of the end of the employee's vacation year. Vacation leave shall normally be scheduled in increments of one (1) calendar week. However, each employee may take vacation leave in one-day increments subject to the operating needs of the Employer.

Section 13.07 - Vacation Pay. The rate of vacation pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the vacation is being taken.

ARTICLE 14 - TUITION REIMBURSEMENT

Section 14.01 - Tuition Reimbursement. Subject to annual appropriation, the Employer will reimburse an eligible employee for the cost of fees and tuition incurred by the employee for undertaking job-related studies. In order to be eligible for reimbursement by the Employer, the following requirements must be satisfied:

- a. The Employer shall determine and approve whether the course of study is relevant and beneficial to the employee's employment with the Employer, provided that approval is made in a manner that does not illegally discriminate against an employee;
- b. The employee must obtain approval from his/her Department Head before enrolling in the class;
- c. Any college or junior-college class must be taken at a public university, college or junior college within the State of Illinois unless otherwise authorized by the Employer, and;
- d. The employee must regularly attend and successfully complete the course of study.

Successful completion of a course of study is defined as completing and passing all course requirements with an overall grade of "C" or above.

Subject to the Employer's authorization, vocational education classes and other job-related studies not offered at a public school in Illinois may be taken by an employee with fees and tuition reimbursed by the Employer.

Should the employee's employment relationship terminate with the Employer, for any reason other than layoff, within one year of his/her being reimbursed for any and all fees, tuition or other amounts paid by the Employer, he/she shall reimburse the Employer for all said amounts prior to receiving his/her final paycheck. The employee authorizes the Employer, to take any action, including but not limited to deducting said amounts due from the employee's pay, in order to recover said amounts.

The Employer will not pay for books, nor rental of books, nor any supplies associated with studies undertaken by the employee.

Once an employee has attained a Bachelor's degree, or has been reimbursed by the Employer for the number of courses or credit hours equal to those required for a Bachelor's degree (regardless of whether or not the employee has attained a Bachelor's degree), he/she shall not be eligible for any additional reimbursement by the Employer for tuition, fees or related expenses.

Section 14.02 - Reimbursement Procedure. In order to be eligible for reimbursement, the employee shall provide his/her Department Head with a listing of courses, he/she wishes to attend and the cost of such courses. The employee may be required to provide the Department Head with a written course description, a breakdown of costs associated with completing the course and/or other documentation requested. The Department Head will provide written approval or denial of the request. If the request is approved, the employee shall sign a statement, as furnished by the Employer, stating the amount of payment requested for reimbursement and/or other documentation as required.

In order to receive reimbursement, the employee shall submit to the Department Head an expense voucher as furnished by the Employer, accompanied by a written receipt of payment and a copy of the grade report from the educational institution. The Department Head will attach the required documentation to a purchase order and forward same to the Treasurer so that reimbursement can be made to the employee.

ARTICLE 15 - GENERAL PROVISIONS

Section 15.01 - Termination of Employment. Employees who leave the service of the Employer for any reason shall receive all pay outlined in this Section which may be due them with the following qualifications:

- a. Unused Leave: Employees who have accrued unused vacation or compensatory time will receive cash in lieu of leave as part of their final pay, based upon their base rate of compensation in effect at the time of termination.
- b. Fringe Benefits: Sick leave, vacation, insurance, retirement, and any and all other benefits shall cease to accrue at the end of the business day on the date of an employee's termination. An employee shall be paid for all unused vacation and compensatory time accrued by him/her with their final paycheck.

- c. Reimbursement of Amounts Owed: An employee who owes any money to the Employer, at the time of said employee's separation, shall have his/her final pay applied against the account of whatever amount may be needed to satisfy said amount owed, and shall be given a receipt for the money credited. Partial settlement of any account by application of final pay shall not release the employee from any balance remaining due.
- d. Reimbursement of Educational Expenses: Reimbursement for educational fees, tuition and related expenses paid by the Employer shall be in accordance with Article 14 of this Agreement.
- e. Employer Property: All Employer-owned equipment or property in the possession of any employee must be accounted for and returned undamaged, except for ordinary wear experienced, or subsection C of this Section shall apply.
- f. In Case of Death: Should termination be caused by the death of an employee, the legal heir(s) of said employee will be entitled to receive payment for that vacation to which the employee was entitled; provided said heir(s) provide sufficient documentation to the Employer of their status as the employee's legal heir(s).

Section 15.02 - Safety. The Employer and the Union will cooperate in their continuing objective to eliminate accidents and safety hazards. The Employer agrees to provide a safe workplace for employees and to issue instructions covering safe working practices and to make available necessary equipment to protect employees against known hazards. It is the obligation of employees to follow instructions covering safe work practices and to use protective equipment furnished by the Employer. Employee safety concerns will be referred to the Safety Committee who will meet and discuss the issues raised. The Safety Committee will then address their concerns to the City's Planning Committee.

Section 15.03 - Work Clothing. The Employer shall provide employees in the Vehicle Maintenance Division with clean and presentable work clothing to be laundered and provided through a uniform rental service. The Employer shall provide employees in the Streets, Parks and Recreation and Building Maintenance division with work clothing. It shall be the responsibility of said employees in the Streets, Parks and Recreation and Building Maintenance divisions to launder and demonstrate reasonable care for said work clothing.

The Employer reserves the right to determine the manner in which this work clothing is provided, to select a rental service or vendor, and to select the style and color of the work clothing.

All employees who are provided with work clothing are required to wear said clothing and report to work with them being clean and neat in appearance.

All clothing provided by the Employer will remain the property of the Employer. Upon separation of employment, all clothing must be returned (or paid for) by the employee. Should

the employee fail to return or reimburse the Employer for any clothing as provided under this Article, the amount due and owing shall be deducted from the employee's final paycheck.

Section 15.04 – Equipment/Vehicles. Employer-owned vehicles are intended for use in the conduct of Employer business. Personal use of said vehicles is prohibited.

When it is determined by the Employer that it is necessary for any employee to use a vehicle in order to facilitate the completion of his/her assigned duties, the employee will maintain a log on the vehicle indicating his/her name, the date(s) the vehicle was used and the mileage used during said use.

Section 15.05 - Expense Reimbursement. Employees who incur authorized business expenses as assigned by the Employer shall be reimbursed in accordance with the following:

Mileage Reimbursement for Personal Vehicles: Employees will be reimbursed for mileage in accordance with IRS regulations as set forth in the City's Personnel Code.

Meals: Employees shall be reimbursed for their costs of meals in the following maximum amounts:

Breakfast	\$10.00 per meal
Lunch	\$10.00 per meal
Dinner	\$30.00 per meal
Gratuity	15% of meal cost

In the event meeting, seminar, training or conference fees include meal provisions which are paid by the Employer, the above-mentioned maximum amounts shall not be paid by Employer.

Employees are required to submit written receipts for any and all expenses in order for reimbursements to be made by the Employer.

Section 15.06 - Personal Protective Equipment. The Employer shall provide and maintain all necessary personal protective equipment for employees.

Section 15.07 - Safety Glasses. It is agreed that the Employer shall provide each employee whose position requires prescription safety eyewear with one pair of such glasses selected by the employee from two (2) styles selected by the City's vendor. Any employee who wants a different pair of safety glasses or additional pairs will pay for them themselves.

Section 15.08 - Bulletin Boards. The Employer shall provide space on bulletin boards for posting Union notices.

Section 15.09 - General Facilities. The Employer will provide adequate facilities for breaks, storage of equipment and clean up.

Section 15.10 - Tool Allowance. For each fiscal year beginning May 1, each mechanic shall be eligible to receive an annual tool allowance of \$450; each lease mechanic shall be, eligible to receive an annual tool allowance of \$450; and each apprentice mechanic shall be eligible to receive an annual tool allowance of \$300.

This annual tool allowance shall be for each fiscal year, beginning at the time a mechanic successfully completes his/her probationary period. Upon successful completion of the probationary period, the above annual tool allowance will be retroactive to the probationary employee's last date of hire and prorated accordingly, based upon the number of days remaining in the fiscal year.

Said tool allowance will be paid on a reimbursement basis only. In order to be eligible for such reimbursement, a mechanic must first obtain the approval and prior authorization for the specific tool purchase from the Employer. Following the purchase, he/she must submit proper receipt for the tool purchased to the Department Head. Tools shall remain the property and are the responsibility of the mechanic.

The Employer will continue to insure such tools. Reimbursement for replacement of tools under any other insurance policy shall not be duplicated under the Employer's insurance policy.

Section 15.11 - Summer Help. The parties agree that the City may employ summer help in the Parks Department, Public Works and Street Department between May 1 and October 31. Summer help shall be assigned less skilled work, provided regular employees are available to operate large equipment and perform the more skilled work.

Employees hired as summer help and odd squad employees, who work at least four (4) continuous months (and work at least 475 hours during that period) shall, if hired the following summer, be covered under the provisions of Article 3 after thirty (30) days of continuous service. At that time, in addition to being required to join the Union, such employees will be granted bidding rights in accordance with Article 7, Section 7.07.

Temporary employees who work more than six (6) months continuous months (and work at least 500 hours during that period) will be covered under the provisions of Article 3 after thirty (30) subsequent days of continuous services. At that time, in addition to being required to join the Union, such employees will be granted bidding rights in accordance with Article 7, Section 7.07.

Section 15.12 – CDL License. All employees who have the potential to operate vehicles which require a CDL must obtain and maintain a valid CDL License at the appropriate level (“A” or “B” depending on their job class) as a condition of continuing employment. It is further agreed that if an employee fails to obtain the applicable CDL, they will be given two (2) more opportunities within a three (3) month period from the date of the first test to obtain the applicable license. If the employee is disqualified or unable to obtain a CDL due to a documented ADA disability, the City will attempt to reasonably accommodate the employee to the extent that the accommodation is not an undue hardship to the City. It is further agreed that the City will pay the initial CDL license fee.

ARTICLE 16 - HEALTH AND WELFARE

Section 16.01 - Health Insurance: It is specifically agreed that effective October 17, 2013, for the term of this Agreement, the City will pay 100% of the applicable employee-only premium and the employee will be responsible for 25% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 75% of the applicable premium.

The City may, at its option, in addition to the current insurance coverage being provided, offer an alternative health insurance option for bargaining unit members and dependents. Bargaining unit members and their dependents may voluntarily opt into and out of this alternative health insurance plan during the annual open enrollment period should they so choose. An employee may change annually should they so choose. No employee shall be penalized for failing to opt into or opting out of any alternative health insurance plan.

Section 16.02 - Dental Insurance. Beginning with the effective date of this Agreement, the Employer will pay 100% of the applicable employee-only premium and the employee will be responsible for 25% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 75% of the applicable premium for those full time employees electing to take such coverage, under the Employer's group dental insurance plan.

Section 16.03 - Life Insurance: Beginning with the effective date of this Agreement, the Employer will pay the premium cost of life insurance for each employee who opts to participate in the Employer's life-insurance program for employees.

It is agreed that the amount of life insurance provided to any employee under City policy will not exceed Ninety Thousand Dollars (\$90,000), no matter the formula.

Section 16.04 - General Insurance Provisions: The following general provisions shall apply to the insurance program contained in this Article:

- a. With respect to all insurance coverage provided to employees, the Employer retains the right to change insurance carriers or self-insure all or any portion of the benefits;
- b. A difference between an employee or his/her dependent(s) or beneficiary and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for under this Agreement;
- c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer nor to the Union; nor shall such failure be considered a breach by the Employer nor the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier(s) from any liability it may have to the Employer, Union, employee, dependents of employees or beneficiary of any employee. The terms of any contract or policy

issued by an insurance carrier(s) shall be controlling in all matters pertaining to benefits thereunder;

- d. Nothing in this Section 16.04 is intended to reduce the obligations of the Employer or the insurance carrier(s) with respect to established benefits under the insurance contractor policy;
- e. (1) Effective January 1, 2012, for full time employees electing to take coverage under the Employer's Group Health and Hospitalization Plan, the Employer agrees to be responsible for up to a total of Three Hundred and Seventy Five dollars (\$375.00) per employee per fiscal year towards the cost of prescription drug co-payments. Employees may submit valid receipts for reimbursement on April 1 and October 1 of each year. It is further agreed that for calendar year 2012 only, any employee who has been reimbursed more than a total of Three Hundred and Seventy Five dollars (\$375.00) in 2012 prior to ratification will not be required to pay the City back for any monies paid in excess of a total of Three Hundred and Seventy Five dollars (\$375.00).
- f. The City will implement a § 125 plan for the benefit of employees who contribute for their medical coverage.

Section 16.05 - Pension. Pension benefits and requirements for employees covered by this Agreement shall be provided for under the Illinois Municipal Retirement Plan.

ARTICLE 17 - WAGES

Section 17.01 - Wage Increase. All covered employees will receive a two (2%) percent wage increase effective May 1, 2016; a 2.5% wage increase effective May 1, 2017; a 2% wage increase effective May 1, 2018; and a 2.5% wage increase effective May 1, 2019. Employees shall be subject to the following wage progression: upon hire date – 85% of the base pay rate of the position hired into; upon completion of three months of employment – 90% of the base pay rate of the position hired into; upon completion of six months of employment – 95% of the base pay rate of the position hired into; upon completion of nine months of employment – 100% of the base pay rate of the position hired into.

Section 17.02 - Longevity Pay. Employees, hired on or before October 16, 2013, whose job performance is rated as satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive, in addition to base wages, the higher -of: 1) the longevity pay they were receiving immediately prior to the effective date of this Agreement or; 2) longevity pay as determined in accordance with the following:

For employees last hired prior to May 1, 1980, the following scale shall apply:

Completed Years of Continuous Service	Percentage of Base Wage
1 Year	2%
2 Years	4%
3 Years	6%
4 Years	8%
5 Years	10%
7 Years	12%
10 Years	14%
15 Years	16%
20 Years	18%

For employees last hired on or after May 1, 1980, the following scale shall apply:

Completed Years of Continuous Service	Percentage of Base Wage
1 Year	2%
3 Years	4%
5 Years	6%
7 Years	8%
10 Years	10%
15 Years	12%
20 Years	14%

Longevity Pay. Part-time employees, hired on or before October 16, 2013, whose job performance is rated satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive, in addition to base wages, longevity pay. Longevity pay is determined in accordance with the following:

Completed Years of Continuous Service	Percentage of Base Wage
2 Years	1%
4 Years	2%
6 Years	3%
8 Years	4%
12 Years	5%
16 Years	6%
20 Years	7%

Section 17.03 - Education Incentive. In addition to an employee's base wages, the Employer shall provide an incentive for employees to obtain higher-education degrees. Education incentive pay shall be granted, subject to review by the Employer, for successfully completing one or both of the following:

- a. For completing an Associate Degree Program in a field directly related to the job currently being performed for the Employer, an employee shall receive a five percent (5%) incentive wage increase.
- b. For completing a Bachelor's Degree program in any field with at least twelve (12) semester hours in a field directly related to the job currently being performed for the Employer, an employee shall receive a ten percent (10%) incentive wage increase, unless said employee has already received the education incentive provided for in paragraph (a) above, in which case the incentive for Bachelor's Degree will be five percent (5%) for a total education incentive wage increase of ten percent (10%).

The awarding of an education incentive increase shall not affect the grade or step of the employee receiving said increase. Probationary employees shall not be eligible for education incentive increase pay.

The Employer shall determine which college course shall qualify for education incentive increases. An employee requesting education incentive increase pay shall be required to provide information concerning each college course, and proof of satisfactory completion of each course.

Section 17.04 - Shift Differential¹. Employees covered by this Agreement shall be paid a thirty cent (\$.30) shift differential for all regular, straight-time working hours falling outside of 7:00 a.m. to 5:00 p.m., and for all regular, straight-time working hours falling on Saturday or Sunday.

Section 17.05 - Severance Pay. Nonprobationary employees in good standing who are permanently laid off from continuous, full-time service with the Employer are eligible for severance pay in an amount equal to eighty (80) hours at the base wage amount. Said payment shall be based on the employee's base wage amount on the date the employee is laid off.

Section 17.06 - Annual Bonus. The Employer shall continue to pay each employee covered by this Agreement an Annual Christmas Bonus of one hundred fifty dollars (\$150.00). Such bonus shall be paid to each employee on the first payday in December.

Section 17.07 - Special Pay. Employees classified as Park Attendants or Laborers working split shifts shall receive a payment of three dollars (\$3.00) for each nightshift they are required to close the City Parks on straight time. Said special pay shall be in addition to their regular straight time pay.

Section 17.08 - Replacement Pay. In case of extended illness lasting a month or more the City will pay the employee who fills in for the absent employee at the employee's current wage rate if the employee performs all of the absent employee's functions.

Section 17.09 - Adjustment Pay. Effective May 1, 1997, employees classified as Street Department Lead Laborer, Public Works Department Laborer, and Building Maintenance Department Laborers will receive a one-time adjustment of ten cents (10) per hour.

ARTICLE 18 - DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply to terms used in it:

BARGAINING UNIT shall mean those employees holding the positions in City Departments in accordance with the Recognition Article of this Agreement.

BASE WAGE, RATE OF PAY or COMPENSATION shall mean the base, hourly, straight-time rate of compensation, excluding any fringe benefits or rates other than those required by law.

DIVISION shall be defined as one of the following: Street Department; Vehicle Maintenance Department; Building Maintenance Department; or Parks and Recreation Department,

EMPLOYEE shall mean a bargaining-unit employee employed in one of the positions listed in the Recognition Article of this Agreement on a full-time basis:

FULL-TIME shall be defined as normally and regularly employed by the City forty (40) hours weekly.

PART-TIME shall be defined as normally and regularly employed by the City less than forty (40) hours weekly.

REGULAR, as used to describe a bargaining-unit employee or job position, shall be defined as nonprobationary.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall be effective as of May 1, 2016, and shall remain in full force and effect until April 30, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the entire period of negotiations or mediation for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

In witness whereof, the parties hereto have affixed their signatures this ____ day of _____, 2016.

For the Employers:

Mark Kupsy - Mayor

Karen J. Kaufhold – City Clerk

For the Union:

Keith Linderer, Business Manager

Ed Mooshegian, Business Representative

Vice-President, Ed Frawley

Shop Steward, Carolyn Clark

Shop Steward, Don Ulch

APPENDIX A - BASE PAY

OPERATING ENGINEERS LOCAL #148

POSITION

FULL-TIME

	<u>05/01/16</u>	<u>05/01/17</u>	<u>05/01/18</u>	<u>05/01/19</u>
Custodian	\$2,914.45	\$2,987.31	\$3,047.06	\$3,123.24
Youth Services Asst. Director	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Code Enforcement Assistant	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Head of Circulation	\$3,147.14	\$3,225.82	\$3,290.34	\$3,372.60
Office Staff II	\$3,423.21	\$3,508.79	\$3,578.97	\$3,668.44
Land Use Secretary	\$3,493.10	\$3,580.43	\$3,652.04	\$3,743.34
Building Inspector Assistant	\$3,495.39	\$3,582.77	\$3,654.43	\$3,745.79
Office Staff I	\$3,677.46	\$3,769.40	\$3,844.79	\$3,940.91
Apprentice Mechanic	\$3,950.44	\$4,049.20	\$4,130.18	\$4,233.43
Laborer – Parks	\$4,236.44	\$4,342.35	\$4,429.20	\$4,539.93
Laborer – Streets M/C	\$4,267.52	\$4,374.21	\$4,461.69	\$4,573.23
Code Enforcement Officer	\$4,511.32	\$4,624.10	\$4,716.58	\$4,834.49
Lead Laborer – Street Dept.	\$4,540.34	\$4,653.85	\$4,746.93	\$4,865.60
Mechanic	\$4,511.32	\$4,624.10	\$4,716.58	\$4,834.49
Master Lead Mechanic	\$4,773.02	\$4,892.35	\$4,990.20	\$5,114.96
Lead Laborer – Mun. Complex	\$4,773.02	\$4,892.35	\$4,990.20	\$5,114.96

OPERATING ENGINEERS LOCAL #148

POSITION

PART-TIME

	<u>05/01/16</u>	<u>05/01/17</u>	<u>05/01/18</u>	<u>05/01/19</u>
Custodian	\$14.10	\$14.45	\$14.74	\$15.11
Clerk I	\$11.94	\$12.24	\$12.48	\$12.79
Clerk II	\$14.72	\$15.09	\$15.39	\$15.77
Clerk III	\$16.58	\$16.99	\$17.33	\$17.76
Circulation Clerk	\$14.72	\$15.09	\$15.39	\$15.77
Youth Services Assistant	\$14.72	\$15.09	\$15.39	\$15.77
Land Use Clerk	\$16.93	\$17.35	\$17.70	\$18.14
Code Enforcement/Animal	\$20.17	\$20.67	\$21.08	\$21.61
Building Inspector Assistant	\$20.17	\$20.67	\$21.08	\$21.61

