

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 - 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.

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 1<sup>st</sup> 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 Differential<sup>1</sup>. 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 Kupsky, Mayor

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