

AGREEMENT

Between

LAKE EGYPT  
WATER AND SEWER DISTRICT

And

LOCAL UNION No. 702  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS



11/1/2020 – 10/31/2024

## INDEX

### PREAMBLE

Agreement ..... 3

### ARTICLE I

Purpose ..... 3

### ARTICLE II

Union Membership ..... 4

### ARTICLE III

Management Rights ..... 5

### ARTICLE IV

Non-Discrimination..... 6

### ARTICLE V

Employees ..... 6

### ARTICLE VI

Work Assignment..... 7

### ARTICLE VII

Hours of Work ..... 8

### ARTICLE VIII

Holidays ..... 10

### ARTICLE IX

Personal Leave Days ..... 11

### ARTICLE X

Vacations ..... 11

### ARTICLE XI

Sick and Bereavement Leave ..... 13

### ARTICLE XII

Other Paid Leaves ..... 14

### ARTICLE XIII

Leaves of Absence ..... 14

### ARTICLE XIV

Union Rights ..... 15

### ARTICLE XV

Insurance ..... 15

### ARTICLE XVI

Seniority ..... 16

### ARTICLE XVII

Layoff and Recall ..... 17

### ARTICLE XVIII

Grievance Procedure..... 18

### ARTICLE XIX

Discipline ..... 21

### ARTICLE XX

Personnel Files ..... 22

### ARTICLE XXI

Wages and Allowances..... 22

### ARTICLE XXII

Commercial Drivers License..... 25

### ARTICLE XXIII

Job Bidding..... 26

### ARTICLE XXIV

Retirement Benefits..... 27

### ARTICLE XXV

Drug Testing ..... 27

### ARTICLE XXVI

Savings Clause ..... 28

### Appendix "A"

Wages ..... 29

## **AGREEMENT**

THIS AGREEMENT, shall be binding upon the District and the Union, its successors or assigns, and shall take effect November 1<sup>st</sup>, 2019 and shall remain in full force and effect until and including October 31<sup>st</sup>, 2024, and shall continue in full force and effect from year to year thereafter until it has been cancelled or amended. This Agreement may be amended, modified or cancelled by either party giving to the other party written notice not less than ninety (90) days prior to the anniversary date hereto. In the event that such notice is given, negotiations shall, unless mutually agreed otherwise, begin no later than sixty (60) days prior to the anniversary date. Changes mutually agreed to may be made at any time.

### **ARTICLE I** **PURPOSE**

**SECTION 1.1.** The Lake of Egypt Water and Sewer District, the members of Board of Directors, and the General Manager, collectively referred to as “the employer,” and Local 702 of the International Brotherhood of Electrical Workers as representatives of the employees of the certified bargaining unit certified by the Illinois State Labor Relations Board in Case No. S-RC-11-126, hereinafter referred to as “the Union”, enter into the following Collective Bargaining Agreement.

**SECTION 1.2.** Purpose. This Agreement is established for the purpose of prescribing the legitimate rights of its employees, the Union and the District, and to protect the public health and safety of the citizens within the District, through the establishment of certain hours, wages and other conditions of employment for persons within the bargaining unit and by establishing procedures for the resolution of disputes concerning interpretation and applications of this agreement.

**SECTION 1.3.** Past Practice. The Board of Trustees is not bound by any past practice that existed prior to the execution of this Agreement.

### **ARTICLE II** **UNION MEMBERSHIP**

**SECTION 2.1.** Deduction of Union dues. The District agrees to deduct, two times a month, from the pay of those individuals requesting it, Union membership dues. A request by an employee shall be made on a form agreed to by the parties. The District shall submit the aggregate deductions of all employees to the Union on a monthly basis at the address designated in writing to the District by the Union, and such transmittals shall provide the names, addresses and social security numbers. The Union shall advise the District of any increase in dues, in writing, at least (30) days prior to its effective date.

**SECTION 2.3.** It is understood and mutually agreed that no member of the Union shall be discriminated against or denied employment because of his activities in legitimate matters affecting the

Union.

SECTION 2.4.      C.O.P.E. Deductions. The District agrees to allow for voluntary payroll deductions for COPE (Committee on Political Education) to be forwarded to the IBEW Local 702, Financial Secretary, monthly. The employee must sign and submit payroll deduction authorization and update it at the first of each calendar year.

### **ARTICLE III** **MANAGEMENT RIGHTS**

SECTION 3.1.      Except as expressly modified by a specific provision of this Agreement or past practice, the District reserves and retains solely and exclusively, all of its inherent rights to manage the business as such rights existed prior to the execution of any Agreement with Union.

These rights shall include the following:

- To direct all operations of the District;
- To hire or promote, and to create positions within the District;
- To suspend, discharge, and take other disciplinary action against employees for just cause;
- To determine the work to be performed by the District, the number of workers necessary to perform that work and to lay off employees accordingly;
- To maintain efficiency of District operations;
- To introduce new or improved methods of operations;
- To introduce new or improved tools, machinery or facilities;
- To contract out for services/work normally performed by the Bargaining Unit, as long as the sub-contracting does not cause or result in a reduction of hours worked by Bargaining Unit employee(s), lay off of or continue a layoff of Bargaining Unit employee (s),
- To establish reasonable rules and regulations.

## **ARTICLE IV** **NON-DISCRIMINATION**

**SECTION 4.1.**      **Prohibition Against Discrimination.** The District and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, mental and/or physical disability unrelated to the ability to perform work, marital and parental status, political affiliations or belief, sexual orientation, less than Honorable Discharge from military service, or a person who has sought an Order of Protection.

**SECTION 4.2.**      **Union Activity.** Both the District and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

## **ARTICLE V** **EMPLOYEES**

**SECTION 5.1.**      **Definitions.** For the purpose of this Agreement, the following definitions shall be applicable:

**Probationary Employee.** All new employees shall hold probationary status for the first one hundred thirty (130) working days of employment with the District. The District may terminate a probationary employee without cause, and that employee shall have no recourse to the grievance procedure of this Agreement for the termination. Unless otherwise stated in this Agreement, probationary employees shall receive benefits listed herein.

**Regular Full-Time Employee.** Regular full-time employees are those individuals who normally work forty (40) hours per week on a regular and continuing basis. A full-time employee is an individual who has completed the six (6) months of continuous probationary service immediately preceding the regular full-time status. Such employee shall be entitled to all of the benefits of this Agreement. All permanent employees covered by this Agreement shall receive full-time employment, providing they are ready and in condition to perform their work.

**Temporary Employee.** Persons employed for a specific period (or periods) of time not to exceed 120 total consecutive calendar days. There shall be a limit of three (3) temporary employees at any given time. In the event that any temporary employee is hired by the district within 90 days of being terminated from their temporary position to a full-time position, that employee will acquire seniority from the original date of hire as a temporary employee after completing his or her probationary period.

**SECTION 5.2.**      **Probationary Employee Seniority.** A probationary employee shall have no seniority until he/she has completed his/her probationary period. Upon completion of the probationary period, the employee will acquire seniority from the date of hire.

## **ARTICLE VI**

### **WORK ASSIGNMENT**

**SECTION 6.1.**      **Job Assignments.**      The District reserves the right to assign any bargaining unit employee to any work for which he/she is qualified, as determined by the District.

All work performed within the jurisdiction of the District shall be manned by active employees before utilizing any outside labor force. As long as employees are qualified and able to carry out their duties in accordance with this Agreement, the District will provide full-time employment for all classifications.

**SECTION 6.2.**      **Management and Supervisory Staff.**      Nothing in this Agreement shall limit the District's authority to use non-bargaining unit employees to do bargaining unit work when a bargaining unit employee is not available, or to subcontract work except where the subcontracting of work would cause the layoff of bargaining unit member, or which would prevent an employee on layoff status from returning to work, or would reduce the number of permanent employees. It is not the District's intention to replace bargaining unit employees with the use of subcontracting.

Nothing in this Agreement shall limit the General Manager or the Board Secretary/Treasurer from performing bargaining unit work which has been historically performed by him or her in the past.

**SECTION 6.3.**      **No Strike-No Lockout.**      The Union agrees that it will not authorize a strike, slow-down, stoppage, restriction, of output, interruption or impeding of work by any or all employees during the term of this Agreement. The District agrees that it will not engage in a lockout of the employees during the term of this Agreement. The District and Union further agree that all questions, disputes, or controversies under this Agreement shall be settled and determined solely and exclusively by the grievance and arbitration procedures provided in this Agreement.

**SECTION 6.4.**      **Inclement Weather.**      The Company will not require employees to work outside in weather, which the Manager and the steward agree is inclement unless such work is necessary to protect life or property.

## **ARTICLE VII**

### **HOURS OF WORK**

**SECTION 7.1.**      **Work Week.**      The workweek of the District is Saturday (12:01 am) through Friday (11:59 pm).

**SECTION 7.2.**      **Hours.**

- A.      The regular workweek shall consist of forty (40) hours per week, Monday through Friday, with the normal workday being eight (8) hours a day.



- B. The normal daily hours of work for Office Personnel and Water Maintenance employees is 7:30 A.M. to 4:30 P.M. with a one (1) hour unpaid meal break.
- C. The normal daily hours of work for the Water Plant employees consists of two shifts. 6:00 AM to 2:00 PM and 2:00 PM to 10:00 PM with a thirty (30) minute paid meal break to be taken in place. Seniority will determine shift assignment.

SECTION 7.3. Consecutive Work Days. Except in emergency situations, days worked in a workweek shall run consecutively.

SECTION 7.4. Overtime Rate. All hours worked or compensated for, in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at a rate of time and one-half. All time worked outside the regularly scheduled shift will be paid at the applicable overtime rate, unless the parties mutually agree to a shift change.

However, if the Union and the District agree that the excessive use of emergency sick leave has required the district to work overtime, those overtime hours will be charged to the overtime turn-sheet of the employee whose sick leave caused the overtime. The district will then be able to require another employee to work the overtime per Section 7.5 of this agreement.

SECTION 7.5. Required Overtime. The General Manager of the District, or her/his designees, shall have the right to require overtime work.

SECTION 7.6. Approval of Overtime. Except in emergency situations, all overtime must be assigned or approved, in advance, by the General Manager

SECTION 7.7. Assignment of Overtime. The District shall attempt, as much as possible to distribute overtime assignments equally among employees who normally perform the work. No employee shall be denied overtime on the basis of their Union activity or as the basis of discipline.

SECTION 7.8. Rest Clause. An employee who has worked sixteen (16) hours or more continuously or who has worked sixteen (16) non-continuous hours or more in any twenty-four (24) hour period, shall, upon release, be mandated to take an eight (8) hour rest period before he returns to work. If this rest period extends into his regularly scheduled working hours, he shall be excused from that portion of his regular tour of duty for that day and shall lose no pay thereby.

SECTION 7.9. Breaks.

- A. All employees will be allowed a daily rest period of twenty (20) minutes in the morning and twenty (20) minutes in the afternoon. Such rest periods will be taken so as not to conflict with the District's operations, and if necessary, may be scheduled by the General Manager.
- B. Unpaid lunch periods are one (1) hour in duration, and shall be scheduled at mid-shift. The lunch period may be reduced to a thirty (30) minute period when mutually agreed upon. The lunch

period, whether officially taken or not, cannot be used for compensatory time or as a substitute for tardiness. Lunch periods may not be taken at the end of the day or in conjunction with the rest period unless the employee has obtained approval from the General Manager.

SECTION 7.10.      Call-Back Pay. All employees are subject to a call back to work. Any employee called to work outside their regular hours of work, or on a day off, shall be guaranteed a minimum of two (2) hours of pay at the appropriate wage rate. All Sunday call back work shall be compensated at one and one-half (1 1/2) time the regular wage rate with the guaranteed minimum of two (2) hours of pay. Work assignments during call outs shall be limited to the work involved.

SECTION 7.11.      Time Clock. Unless otherwise waived by the General Manager, employees are required to accurately record (or the time clock) actual hours worked. Falsification on a time record, or completing another employee's time card, is grounds for termination.

SECTION 7.12.      Pager Pay. One Employee for the Water Department and one Employee for the Sewer Department shall, on a weekly shift, be required to carry a beeper to respond to emergencies. Each employee will be paid an additional \$75.00 per week. Assignment to pager duty will be done on an equal basis and everyone in the crew shall be assigned one week of duty in the rotation. It shall be allowed to trade shifts within the work group and department as needed, so long as the assignment is staffed. The District is to provide transportation for employee to and from work each day of pager duty. No personal use of the transportation vehicle will be allowed. The exact vehicle, how it will be used, and how it will be stocked (with tools and materials) will be determined by the District Manager.

For those emergency callouts requiring immediate attention (such as sewage overflows), the stand-by employee will be allowed to respond directly to the specified work address, provided it is closer to their present location than the Lake Egypt works headquarters. The stand-by employee will be required to clock in and out at the completion of the assignment.

## **ARTICLE VIII** **HOLIDAYS**

SECTION 8.1.      Recognized Holidays.      All employees shall have time off with full salary payment for the following days:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Veteran's Day	

SECTION 8.2.      Holiday Work.      When an employee works on a holiday or the day celebrated



therefore, the employee shall be paid time and one-half, plus holiday pay. Work extending beyond an eight (8) hour period will be compensated at two (2) times the regular wage rate.

SECTION 8.3.      Advance Notice.      Employees scheduled to work on a holiday shall be given as much advance notice as practicable.

SECTION 8.4.      Assignment to Work.      When some but not all employees are required to work on a holiday, the District shall make reasonable efforts to assign holiday work on a rotating basis, but it may also consider the needs and the requirements of the District as well as the qualifications of the employees.

For Water Plant personnel that are required to work, or have a scheduled day off, on a holiday, the District will allow, at the employee's option and as operating necessity allows, the opportunity to observe the holiday, with no lost wages, on another day agreed to by both parties, but must be taken within one (1) year following the identified holiday. Holidays taken at a later date will be compensated for at the rate of pay in which the holiday time was earned. If the employee is required to work multiple holidays, he or she will be allowed to use the days off consecutively and in conjunction with other holidays, vacation or personal time.

## **ARTICLE IX** **PERSONAL LEAVE DAYS**

SECTION 9.1.      Use.      Each full-time regular employee may have three (3) personal leave days per calendar year to be deducted from their accumulated sick days. The use of personal leave days shall be with pay, but may not be used in increments of less than two (2) hours at a time.

The District shall not require an employee to give a reason as a condition for approving the use of personal leave. Personal leave may not be taken the day before or the day after a holiday or scheduled vacation, except in cases of emergency situation.

## **ARTICLE X** **VACATIONS**

Section 10.1.      Earned Vacation.      Permanent employees in the bargaining unit will earn vacation as set forth in the following schedule.

<u>Amount of Service</u>	<u>Number of Days</u>
Up to One (1) Year	1 Day per every 2 Months of Employment
Over 1 Year	10 Days
Over 5 Years	12 Days
Over 10 Years	15 Days
Over 15 Years	17 Days
Over 20 Years	20 Days

SECTION 10.2.      Eligibility and Notice. All employees covered hereunder who on November 1 of any year have been in the service of the Company that would entitle them to an allotment of vacation, shall be granted such amount as outlined in Section 10.1. This vacation may be taken at any time throughout the year without regard to the employee's anniversary date. Every attempt will be made to grant vacation periods as requested, Employees will be required to schedule vacations on or before March 15<sup>th</sup> of each year to guarantee seniority controlling the scheduling of vacation. Any scheduled vacation after March 15<sup>th</sup> of any year shall be on a first come basis if legitimate operational needs of the district prohibit more than one employee from being off work on the same day. All requests for vacations, except in emergency situations, must be made in advance, and any request for more than three (3) days must be made at least ten (10) days in advance. All vacation requests will be approved or denied by the District within 5 days of receipt of the request

SECTION 10.3.      Accrual. The Parties agree that every attempt should be made by the employees to use their allotted vacation each year. However, all full-time employees will be allowed to carryover one (1) week (5 working days) of vacation time from year to year. At no time shall any employee be permitted to have more than five (5) vacation days in excess of their yearly allotted vacation time. Vacation which are carried over will be paid at the rate of pay in which they were earned.

SECTION 10.4.      Use. Vacation time may be taken in increments of not less than four (4) hours at a time.

SECTION 10.5.      Payment. Upon death or termination of employment, any earned but unused vacation shall be paid to the employee's estate or the employee, respectively.

SECTION 10.6.      Holiday in Vacation. If a holiday falls the day before, the day after or during a vacation, the employee will be paid for the holiday and will not be charged with a day of vacation for that day.

## **ARTICLE XI**

### **SICK LEAVE AND BEREAVEMENT LEAVE**

SECTION 11.1.      Accrual and Use. All employees shall accumulate paid sick leave at the rate of one day per month up to a total of ten (10) days a year. Sick leave may be used for illness disability, or injury of the employee, appointments with doctors, dentists or other professional medical practitioners, and in the event of illness, disability or injury of a member of the employee's immediate family or household. For the purpose of definition, "the immediate family or household" shall be husband, wife, mother, father, children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, and who requires the employee's personal care and attention. Sick leave may be used in no less than one (1) hour increments.

SECTION 11.2.      Misuse of Sick Leave. An employee is subject to discipline for misuse of

sick leave up to and including discharge. Misuse of sick leave shall be defined as the use of sick leave for any reason other than those listed in Section 11.1.

SECTION 11.3.      Accumulated Sick Leave.      An employee may accumulate up to the maximum sick leave permitted by IMRF for service credit. No accumulated days will be paid if the employee is terminated. Retirees shall be reimbursed at 100% of unused sick leave of IMRF service credit.

SECTION 11.4      Notification.      Employees claiming sick leave shall call the District at least one (1) hour before the start of the workday or on the day of illness except in the situation of a continuous illness of three days or more. In the event the General Manager is unavailable, an answering machine shall be used, or in the event of an emergency, the employee shall call as soon as he/she is physically able to do so.

SECTION 11.5.      Proof of Illness.      The District may require sufficient proof of use of sick leave, and it will not require a doctor's certificate for absences of less than three (3) working days, unless there is reasonable suspicion that the employee has abused the sick leave granted by this Agreement. Sick leave pay in excess of three (3) working days for reasons of personal illness or physical incapacity will be granted only after presentation of a written statement by a licensed medical doctor certifying that the employee's condition prevented him/her from performing the duties of his/her position.

SECTION 11.6.      Bereavement Leave      The District agrees to provide to employees leave without loss of pay as a result of death in the family, not to exceed three (3) consecutive working days, immediately following the death of a member of the immediate family. A member of the immediate family shall be defined to be any employee's: parent, including step; spouse; child, including step or adopted; sibling, including step or half; father or mother in law; son or daughter in law; grandparent; or grandchild. The District agrees to provide to employees up to a one day leave without loss of pay as a result of the death of the employee's brother-in-law or sister-in-law, aunt/uncle, or niece/nephew if the day of the funeral falls on the employees normal work day. Proof of the funeral service date and time may be required by the District. Additional time off work without pay shall be solely at the District's discretion.

SECTION 11.7.      Child Bereavement Leave Act      Employees shall be permitted leave in accordance with Illinois' Child bereavement Act (820 ILCS 154).

SECTION 11.8.      Employee Sick Leave Act      Employees shall be permitted use accumulated sick leave in accordance with the Illinois Employee Sick Leave Act (820 ILCS 191)

## **ARTICLE XII** **OTHER PAID LEAVES**

SECTION 12.1.      Jury and Grand Jury Duty.      Leave with pay will be granted to bargaining unit employees for time spent in jury and grand jury service. Employees will be paid the difference, if any, between any jury duty compensation they receive and their regular wages for each day of jury duty.

### **ARTICLE XIII**

#### **LEAVES OF ABSENCE.**

**SECTION 13.1.**     **General Leaves.**     The District may grant requests for leaves of absence without pay to employees for periods not to exceed thirty (30) days in a calendar year. A request for leave shall not be denied as a means of discipline, or because of an employee's union activity. To be eligible for leave of absence without pay, an employee shall have used all accrued personal leave, and all but one (1) weeks' worth of vacation time.

**SECTION 13.2.**     **Family Medical Leave Act.**     The parties recognize that additional rights regarding leaves of absence may exist under the Family Medical Leave Act. Employees who take a leave of absence pursuant to said Act shall be required to use accumulated time prior to going on unpaid leave. The duration of said leave shall be in accordance with the Act.

**SECTION 13.3**     **USERRA/ISERRA**     The Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time. In all instances the District agrees to afford employees all right under the Uniformed Services Employment and Reemployment Rights Act (USERRA), Illinois Service Member Employment and Reemployment Rights Act and the Illinois Family Military Leave Act (820 ILCS 151 ).

### **ARTICLE XIV**

#### **UNION RIGHTS**

**SECTION 14.1.**     **Union Accessibility.**     The Business Manager of the Local Union, or his representative, shall be allowed access to any job for a reasonable length of time where employees are employed under the terms of this Agreement.

**SECTION 14.2.**     **Union Bulletin Boards.**     The Union shall be allowed to place one (1) Union bulletin board at each work location. These boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in any nature.

### **ARTICLE XV**

#### **INSURANCE**

#### **SECTION 15.1**

The district will provide all permanent employees with the NECA-IBEW Welfare Trust Fund base health insurance plan. The District will pay 100% of the Monthly premium for each employee up to

a maximum of \$1328.78 per month. In the event that the monthly premium is lower than \$1328.78 per month, the District will make a monthly contribution of to the NECA-IBEW Health Reimbursement Arrangement (HRA) on behalf of each permanent employee for the difference. If the Premium increases above \$1328.78 per month during the course of this agreement the parties will meet in an attempt to impact bargain the situation.

*For Example: Currently the monthly premium per employee is \$1128 and the HRA contribution will be \$200.78 per month. If the monthly health insurance premium were to increase to \$1180.00 per month, the district would still pay 100% of the premium for each employee but the monthly HRA contribution would be reduced to \$148.78 per month.*

SECTION 15.2. Supplemental Benefits. The Company will allow payroll deduction for supplemental benefits at the employee's expense. These benefit plans shall be strictly voluntary in nature. The Company agrees to provide reasonable accommodations for work site enrollment during a designated enrollment period. The company will allow, but is not limited to, such access to plan underwriters and administrators selected by the Union.

## **ARTICLE XVI** **SENIORITY**

SECTION 16.1. Definition. Seniority shall be defined as the length of continuous service that the employee has with the District.

SECTION 16.2. Recognition of Seniority. The District recognizes seniority as the prime consideration in determining lay-offs. Inappropriate application of this criteria by the District shall be subject to the grievance procedure listed in this Agreement.

SECTION 16.3. Seniority List. The list of employees rated according to seniority will be attached to and made a part of this Agreement.

SECTION 16.4. Start of Seniority. New employees in the bargaining unit shall obtain seniority after six (6) months of continuous probationary status. Once the employee has successfully served the six (6) months of continuous probationary status, seniority shall relate back to the original date of hire in the bargaining unit.

SECTION 16.5. Continuous Service. The term "continuous service" and "employed continuously" as used in the article shall be so construed that absence from employment due to illness, accident, or family death, or other similar occurrences, or lay-offs by the District due to lack of work shall not cause a break in the meaning of the word "continuous" for the purpose of computing seniority, vacation or other provisions of this Agreement.



SECTION 16.6.      Loss of Seniority.      An employee shall lose his/her seniority and no longer be an employee, if:

1.      He/She resigns or quits;
2.      He/She is discharged (unless reversed through the grievance or arbitration procedure);  
or
3.      He/She retires.
4.      He/She is laid off for twenty-four (24) months

SECTION 16.7.      Use of Seniority.      Recognizing that certain classifications, (Responsible Operator / Water, Responsible Operator, Distribution, and Responsible Operator / Sewer), within the scope of this Agreement require specialized training and certification and registration as a Responsible Operator, for those individuals meeting those criteria, seniority will then be the determining factor on the following items:

1.      Shift selection;
2.      Vacation selection;
3.      Job bidding;
4.      Layoff and rehire.

## **ARTICLE XVII** **LAY OFF AND RECALL**

SECTION 17.1.      Lay Off.      When it becomes necessary for the District to reduce its working forces because of lack of work, the affected employee(s) shall be given at least two weeks' notice. Furthermore, employee(s) will be demoted or released by seniority within the occupational work group that has lack of work. In the event an employee has held the appropriate required certification longer than the employee currently holding the position, they may bump Responsible Operator positions using seniority. Any persons assuming the Responsible Operator position, within the provisions of this Article, must be registered with the State of Illinois as such.

Employees laid off in one department shall be able to exercise their seniority by bumping another employee with less seniority in another department provided he has the skill to perform the job after reasonable periods of training and instruction. When restoring forces, those most recently demoted or released shall be the first to be restored or re-employed.

SECTION 17.2.      Recall.      An employee with seniority who has been laid off for less than twenty-four (24) months shall be recalled to work if a vacancy occurs. However, if a laid off employee is recalled and declines the position, then the recall rights of the employee shall cease.



**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

**SECTION 18.1. Grievance.**

- A. A grievance is defined as any difference, complaint or dispute between the District and the Union or any employee regarding the application, meaning or interpretation of this Agreement.
- B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Union may have the steward and the grievant, or one grievant representing a group of grievants, present at any and every step of the grievance procedure, except during deliberations of the General Manager or the Board of Trustees/Committee. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

**SECTION 18.2. General Requirement.**

- A. All grievances must be initiated no later than ten (10) working days from the date the grievant became aware of the occurrence giving rise to the complaint. Waiver of the ten (10) day requirement, at any time, by the District, shall not be considered the establishment of a past practice for any future grievances.

Knowledge by the employee, or by a Union representative, is considered knowledge by the Union. The Steward shall be allowed sufficient access and time during working hours to investigate the complaint prior to reducing the complaint to writing.

- B. Any grievance must be in writing, on a form approved by the District, and shall include the following:
  - 1. The date of the alleged violation and the date when efforts to informally resolve the same occurred;
  - 2. Statement of facts upon which the grievance is based;
  - 3. The provision(s) of the Agreement violated;
  - 4. The remedy requested;
  - 5. Initial list of witnesses known at the time. Unintentional mistakes made on the written grievance form shall not be deemed a waive of the grievance.
- C. Time frames at any point throughout the grievance procedure may be extended by mutual agreement of the parties.

- D. Any waiver by the District of the technical requirements of a written grievance shall not be considered the establishment of a past practice for future grievances.
- E. Nothing in this Agreement prevents an employee, assisted by the Steward, from presenting a grievance to the employer and having the grievance heard and settled without the intervention of the Union; provided that the Union is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any agreement in effect between the employer and the Union.

SECTION 18.3. Grievance Steps. Employees are encouraged to informally resolve any grievance by discussing the same with General Manager.

Step 1. Union/General Manager

In the event the difference is not resolved informally, it shall be presented in writing by the Union to the General Manager within twenty-one (21) working days from the date that the grievant became aware of the occurrence giving rise to the complaint. Within seven (7) working days after the grievance is presented the General Manager shall discuss the grievance with the Union and the employee. The General Manager shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union and to the employee.

Step 2. Board of Trustees.

If the grievance is still unresolved, it may be presented by the Union and the employee to the Board of Trustees in writing within five (5) working days after receipt of the Step 1 response. The Board of Trustees reserves the right to handle a Step 2 grievance through the Board as a whole, or to assign the same to a personnel committee appointed by it. The parties will meet or hold those discussions within fifteen (15) days after receipt of the written grievance in an attempt to resolve the grievance unless the parties have mutually agreed otherwise. The Board of Trustees, or its designee, shall give a written decision within ten (10) working days following the meeting.

Step 3. Arbitration

- A. If the grievance(s) is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the District within seven (7) working days after the Step 2 answer, or after such answer was due, may appeal the grievance(s) to Step 3. After such appeal, representatives of the District and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days after the grievance is appealed to Step 3, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the District and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the District and Union representatives and shall be notified of the issue where mutually agreed by the parties.

B. Arbitration Procedures

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The District or Union shall have the right to request the arbitrator to require the presence of witnesses and /or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The arbitrator shall neither amend, modify, nullify, ignore, add, nor subtract from the provisions of this Agreement. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

The decision and award of the arbitrator shall be final and binding on the District, the Union and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

SECTION 18.4. Advanced Grievance Step Filing. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate District representative at the step where it is desired to initiate the grievance.

In case the difference is of an emergency nature, the employer and the Union shall make every attempt to resolve the grievance with speed warranted by the circumstances without regard to the time limits set forth above.

SECTION 18.5. Pertinent Witnesses and Information. Both parties may request for the production of the documents and witnesses in accordance with uniform rules of arbitration.

**ARTICLE XIX**  
**DISCIPLINE**

SECTION 19.1. Retention of Rights. The District, as a part of its management's rights under Article III, retains the right to discipline, suspend and discharge employees for just cause (probationary employees without cause). The District shall, though, notify an employee in writing of any discipline within ten (10) working days of the date of the occurrence giving rise to the discipline, or within ten (10) working days from the date that the District has completed its investigation of an occurrence and /or has learned of an occurrence.

SECTION 19.2. Suspension Pending Investigation. The District may immediately suspend an employee, with or without pay, pending the completion of an investigation. In the event an employee is

suspended without pay, pending an investigation, and should the investigation or later grievance prove the employee innocent of the alleged occurrence, then he/she shall be compensated for any lost wages, and/or benefits, while on suspension. Any investigation while an employee is suspended shall proceed as quickly as reasonably possible, considering the complexity of the issues and the availability of information.

SECTION 19.3. Oral Reprimands. In case of oral reprimands, the General Manager must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline.

SECTION 19.4. Notification of Disciplinary Action. It is intended by this Agreement that the District shall have the right to implement appropriate disciplinary measures depending upon the nature and the frequency, of the offense, and may include oral warnings, written warnings, suspensions and discharge. In the event of disciplinary action against an employee, other than the issuance of an oral warning, the District will, within a reasonable period of time, furnish the employee with a clear and concise statement of the reasons for the action. The measure of discipline and the statement of reasons may be modified, in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

SECTION 19.5. Representation Present. Except for conversations regarding coaching/counseling, Representation shall be present in all levels of the disciplinary procedure, or at investigatory meetings that may lead to discipline, the affected employee shall have the Union Steward, or his alternate, present at all proceedings with District personnel.

## **ARTICLE XX** **PERSONNEL FILES**

SECTION 20.1. Employee Review. Employees and/or their Union representative, if authorized by the employee, shall have the right, upon request, to review the contents of their personnel file(s) in accordance with Illinois law. This review is to be in the presence of a management representative. Nothing may be removed from the employee's file by either party, unless removal of any such document is specified under the terms of a settlement agreement.

## **ARTICLE XXI** **WAGES AND ALLOWANCES**

SECTION 21.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "A".

A. The attached wage schedule shall be considered a part of this agreement.

SECTION 21.2. Pay Period. In accordance with State law regarding direct deposit, employees shall be paid by direct deposit every two weeks on Thursday, except when Thursday is a holiday, and then pay day shall be on Wednesday before such holiday. Employees who wish to receive their pay by check may continue to do so provided they make a written request to the District. Employees who receive their pay by check and are on vacation, personal days, or other paid leave days, may pick up their checks on the

scheduled payday, after 2:30 p.m., or any day thereafter. An employee may, by written consent (on a form acceptable to the District and kept on file in the District's office), designate another person to pick up their check.

#### SECTION 21.3. Personal Protective Equipment

#### **(THIS SECTION SHALL NOT APPLY TO CLERICAL EMPLOYEES)**

##### A. Safety Shoes.

#### FOOT AND ANKLE PROTECTION POLICY

##### Purpose and Scope

This policy outlines the type of safety toe footwear that is considered suitable for use by our physical workers in the performance of their duties. It is designed to provide protection for our physical workers from injuries to the feet and ankles, such as punctures due to sharp objects, sprains and strains due to slips and falls, and impact injuries due to heavy loads.

##### Responsibility of Manager

It is the responsibility of the supervisor to inform employees of this requirement to ensure that workers under his/her control utilize safety shoes or boots as prescribed by this policy.

##### Responsibility of Employee

It is the employee's responsibility to comply with the requirements and directives of this policy.

##### Policy

Lake Egypt Water District physical workers are required to wear safety shoes or boots, in good condition, while in the performance of work.

A safety shoe or boot is considered to be a shoe or boot that meets or exceeds the ASTM F2413 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear, with the upper extending to a point above the ankle. The footwear shall provide protection against impact and compression hazards.

The following is an example marking for footwear that meets the ASTM standard:

ASTM F2413-11  
M I/75 C/75

Workers are expected to wear safety shoes or boots as described in this policy from the beginning of their assigned shift until that shift ends. This requirement continues to apply while employees are working overtime or callouts.

Workers who have been instructed to wear safety shoes or boots and are found not in compliance



with this policy shall be instructed to promptly obtain safety shoes or boots by their supervisors, and will be allowed to use personal time off to obtain their safety shoes or boots.

#### Reimbursement

Employees that are required to wear safety shoes shall be paid an annual allotment up to one hundred and fifty dollars (\$150.00) per year for approved safety shoes purchased by the employee. The allotment will be paid in the month of January, through reimbursement by check, after providing proof of purchase and signed statement by the seller that the purchased shoes meet the policy requirements.

#### B. Head and Eye

### **(THIS SECTION SHALL NOT APPLY TO CLERICAL EMPLOYEES)**

#### HEAD AND EYE PROTECTION POLICY

##### Head Protection

- a) All physical employees shall wear company approved hard hats while performing their work, and by supervision, staff and visitors when required in the work area.
- b) The use of hard hats is not required in areas such as offices, operating centers, shops, control rooms, metal clad switchgear, storerooms and yard unless material is being loaded or unloaded or in designated hard hat areas, in the enclosed cabs of licensed motor vehicles, or equipment with overhead protection. In addition, head protection shall be worn in these areas if there is a possible danger of head injury from impact from falling or flying objects, or from electrical shock and burns.

##### Eye and Face Protection

- a) All physical employees shall wear company approved safety glasses as required while in the performance of their work, and by supervisors, staff and visitors when in the work area.
- b) Exceptions to the safety glasses requirement are while in an enclosed cab of a vehicle, in operating centers, storeroom and yards unless material is being loaded or unloaded, in control buildings with no construction activity, or in offices.
- c) Additional eye and face protection is required based on the work being performed and the hazard presented. Goggles and/or safety glasses with side shields are required when using tools which will produce flying debris, splashing liquids or the potential for electric flash. Face shields with safety glasses and side shields or full cover goggles are required when grinding.



SECTION 21.4. Safety Appliances. The Company shall furnish employees with proper safety appliances for the protection of life and property in the performance of their duties, and employees shall at all times use every effort for the preservation of such safety appliances and shall use them at all times when necessary.

## **ARTICLE XXII**

### **COMMERCIAL DRIVERS LICENSE** **(THIS ARTICLE SHALL NOT APPLY TO CLERICAL EMPLOYEES)**

SECTION 22.1. The District agrees to the following in reference to employees required by the Commercial Motor Vehicle Safety Act to possess a commercial driver's license:

A. The District and Union mutually recognize and agree on the need of qualified employees, with the proper licensing requirements, to operate District equipment. Therefore, all employees currently possessing a Commercial Driver's License, shall continue to do so while such employed with the District, applicable to the equipment utilized on a permanent basis by the District, unless unable to do so for extenuating circumstances. All new employees shall, as a condition of qualification of employment, either possess, or obtain within their probationary period, the applicable Commercial Driver's License for the District's equipment.

The District's equipment currently requires a Class A Combination Commercial Driver's License, without an Air-Brake endorsement.

B. For any case upon which a current or future employee has their Commercial Driver's License suspended by the proper enforcement agency, the District will agree to allow continued employment, not to exceed one hundred and eighty (180) days, from the date of loss of license. For periods of license suspension longer in duration than the identified period above, the District and Union agree to meet and discuss these situations on a case by case basis.

C. Medical limitations, as certified by a qualified medical professional at the Company's expense, shall be cause for non-compliance with this Section.

D. All expenses associated with compliance of this Section shall be paid for by the District; and that all applicable training and testing will be done on Company time. The District agrees to allow the use of its equipment for training and testing, should it be required.

## **ARTICLE XXIII**

### **JOB BIDDING**

SECTION 23.1. Procedure. When a vacancy occurs in a classification as listed in Appendix A, the vacancy shall be posted on the bulletin board for a period of 5 working days. Employees may bid

the vacancy by signing the bid sheet on or before the deadline listed on the notice. Employees who do not properly sign the bid sheet on or before the deadline may not be considered.

SECTION 23.2. Seniority. Employees bidding the current vacancy, ability and qualifications being sufficient, seniority shall prevail, the employee awarded the vacancy shall receive the appropriate pay rate for that classification.

SECTION 23.3. Lack Of Bidders. If no employee in the bargaining unit bids the vacancy, the General Manager shall be free to fill the position with a new hire.

SECTION 23.4. Promotion Denial. Should an employee refuse a promotion, it shall have no effect on future promotions.

SECTION 23.5. Ability To Perform. An employee awarded to a new position will be given 90 days to demonstrate his ability to handle the position, if he does not demonstrate within a reasonable time he will be returned to his previous job formerly held and the vacancy will re-bid.

SECTION 23.6. Injured Employee. An employee injured while in the employ of the District shall continue to accrue seniority and will be notified of any vacancies that may arise while away from work and shall be allowed to bid on any vacancy that was posted within the previous 90 days, also said employee shall be reinstated to his former position with full seniority provided he is pronounced recovered by the attending physician.

SECTION 23.7. Probationary Employees. Probationary employees shall not accumulate any seniority or bidding rights until completion of their probation period. Probationary employees after 30 days will be entitled to all the provisions contained in this Agreement with the exception of their retention before the probation period is completed.

## **ARTICLE XXIV** **RETIREMENT BENEFITS**

SECTION 24.1 IMRF Pension. The District shall continue to provide IMRF pension benefits now in existence unless otherwise negotiated in a different manner. The District funding of the IMRF will continue as long as the employee retains active status with the District.

## **ARTICLE XXV** **DRUG TESTING**

Section 25.1 Federal Drug Testing. The parties to this Agreement jointly recognize that safety is of paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, and agree to the following to ensure the utmost compliance with rules concerning substance abuse.

Section 25.2 Testing Conditions. Drug testing shall be utilized only under the following conditions:

1. Pre-Employment; and/or
2. Reasonable Cause or Suspicion
3. Any on-the-job accident or injury

A positive test under each of the conditions listed above could be considered cause for suspension and/or termination, any suspension or termination arising from a positive drug test will be subject to the grievance and arbitration procedure outlined herein.

**ARTICLE XXVI**  
**SAVINGS CLAUSE**

**SECTION 26.1** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction or conflict with any applicable state or federal law or presidential regulation, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this  
18th day of December, 2020.

LAKE EGYPT  
WATER DISTRICT

BY:

  
Doug Peebles,  
Board President

  
General Manager

LOCAL UNION No. 702  
International Brotherhood of  
Electrical Workers

BY:

  
Steve Hughton,  
Business Manager

  
Tate Wright,  
Business Representative

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**2/3/2021**

Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

## APPENDIX A

### Wages

<u>Maintenance Classifications</u>	<u>11/1/2019</u>	<u>11/1/2020</u>	<u>11/1/2021</u>	<u>11/1/2022</u>	<u>11/1/2023</u>
<u>Responsible Operator / Water</u>	<u>\$29.69</u>	<u>\$30.51</u>	<u>\$31.35</u>	<u>\$32.21</u>	<u>\$33.18</u>
<u>Responsible Operator / Distribution</u>	<u>\$26.89</u>	<u>\$27.63</u>	<u>\$28.39</u>	<u>\$29.17</u>	<u>\$30.04</u>
<u>Responsible Operator / Sewer</u>	<u>\$26.89</u>	<u>\$27.63</u>	<u>\$28.39</u>	<u>\$29.17</u>	<u>\$30.04</u>
<u>Operator / Maintenance Over 180 Months</u>	<u>\$25.74</u>	<u>\$26.45</u>	<u>\$27.17</u>	<u>\$27.92</u>	<u>\$28.76</u>
<u>Operator / Maintenance 60 Months to 180 Months</u>	<u>\$24.59</u>	<u>\$25.26</u>	<u>\$25.96</u>	<u>\$26.67</u>	<u>\$27.47</u>
<u>Operator / Maintenance 12 Months to 60 Months</u>	<u>\$23.43</u>	<u>\$24.07</u>	<u>\$24.73</u>	<u>\$25.41</u>	<u>\$26.18</u>
<u>Operator / Maintenance 6 Months to 12 Months</u>	<u>\$21.12</u>	<u>\$21.70</u>	<u>\$22.29</u>	<u>\$22.91</u>	<u>\$23.59</u>
<u>Temporary Maintenance Employees will be paid at the 0 to 6 month rate schedule.</u>	<u>\$21.12</u>	<u>\$21.70</u>	<u>\$22.29</u>	<u>\$22.91</u>	<u>\$23.59</u>
-	-	-	-	-	-
<u>Clerical Classifications</u>	<u>11/1/2019</u>	<u>11/1/2020</u>	<u>11/1/2021</u>	<u>11/1/2022</u>	<u>11/1/2023</u>
<u>Lead Clerk Over 180 Months</u>			<u>\$27.17</u>	<u>\$27.92</u>	<u>\$28.76</u>
<u>Lead Clerk 60 Months to 180 Months</u>	<u>\$18.54</u>	<u>\$24.00</u>	<u>\$25.90</u>	<u>\$26.67</u>	<u>\$27.47</u>
<u>Lead Clerk 12 Months to 60 Months</u>	-	-	<u>\$24.40</u>	<u>\$25.07</u>	<u>\$25.82</u>
<u>Lead Clerk 6 Months to 12 Months</u>	-	-	<u>\$23.04</u>	<u>\$23.67</u>	<u>\$24.38</u>
<u>Lead Clerk 0 to 6 Months</u>	-	-	<u>\$21.47</u>	<u>\$22.06</u>	<u>\$22.72</u>
<u>Clerk over 60 Months</u>	-	<u>\$18.40</u>	<u>\$18.91</u>	<u>\$19.43</u>	<u>\$20.01</u>
<u>Clerk 48-60 Months</u>	-	<u>\$17.50</u>	<u>\$17.98</u>	<u>\$18.48</u>	<u>\$19.03</u>
<u>Clerk 36-48 Months</u>	-	<u>\$17.00</u>	<u>\$17.47</u>	<u>\$17.95</u>	<u>\$18.49</u>
<u>Clerk 24-36 Months</u>	-	<u>\$16.50</u>	<u>\$16.95</u>	<u>\$17.42</u>	<u>\$17.94</u>
<u>Clerk 0-24 Months</u>	<u>\$12.50</u>	<u>\$15.00</u>	<u>\$15.41</u>	<u>\$15.84</u>	<u>\$16.31</u>
<u>Temporary Clerical Employees will be paid at the 0 to 24 month rate schedule</u>	<u>\$12.50</u>	<u>\$15.00</u>	<u>\$15.41</u>	<u>\$15.84</u>	<u>\$16.31</u>

**Retirement Notice Incentive – All employees shall receive a one-time payment of (\$1,500.00) provided they give at least one (1) year advance written notice of their intent to retire or Employees who give at least two (2) years advance written notice of their intent to retire shall receive a one-time payment of (\$3,000.00). Retirement notice incentive payments will be made sixty (60) days after the employees effective retirement. The retiring employee must sign and have notarized a statement agreeing that the retirement incentive following the employee's retirement will not be paid out for 60 days post the last day wages are paid for. The statement will include the employee's date of intent to retire which is the day he/she intends to stop working and the number or amount of accrued time the employee is to be paid by the Employer upon retirement. The effective date of retirement will be the last day earned wages are paid for the employee.**

**Responsible Operator / Water must have and retain a Class "A" license.**

**Responsible Operator / Distribution must have and retain a Class "D" license.**

**Responsible Operator / Sewer must have and retain a Class "IV" license.**

All Responsible Operators must be registered as Responsible Operators with the State of Illinois.

Employees must have the required licenses prior to bidding the three Responsible Operator positions, unless mutually agreed to by both parties.

A bonus \$1.00 per hour pay increase will be allowed for any Operator / Maintenance Worker who qualifies, receives, registers with the Illinois EPA & maintains a Class B, C, or D Water Operator Certification or a Class 2, 3, or 4 Wastewater Operator Certification. Limit one pay increase per employee for any of these certifications.

A bonus \$2.00 per hour pay increase will be allowed for any Operator / Maintenance Worker who qualifies, receives, registers with the Illinois EPA & maintains a Class A Water Operator Certification or a Class 1 Wastewater Operator Certification. Limit one pay increase per employee for any of these certifications.

A bonus \$1.00 per hour pay increase will be allowed for any Responsible Operator/ Distribution or Responsible Operator/ Sewer who qualifies, receives, registers with the Illinois EPA & maintains a Class A Water Operator Certification or a Class 1 Wastewater Operator Certification. Limit one pay increase for any of these certifications.

NOTE: The maximum bonus allowed per employee will be \$2.00 per hour regardless of the number of certifications. Pay increases for longevity and or certifications will be paid on the first full pay period after the employee meets the criteria for that increase. Responsible Operator/ Water will not be eligible for bonus pay

For those employees that wish to obtain a higher class license, the District will pay for the course and associated materials in accordance with such instruction. Every effort will be made to afford the employee the opportunity to attend all classes. Employees must successfully pass the course to be eligible for this benefit. The District retains course textbooks and the employee retains other completed coursework.

If half or more of an employee's work time falls outside the regular days scheduled hours, the employee shall receive a \$0.25 per hour shift work component specified for all of the hours on his schedule.

Beginning on November 1, 2020 newly hired clerks will have 24 months to show satisfactory proficiency in all aspects of the daily office clerical duties of the district in order to be eligible for the next wage increase. It is the responsibility of the employer to provide the Clerk with all necessary training and feedback needed to facilitate this requirement.