

# **LABOR AGREEMENT**

Between

**CITY OF FAIRFIELD  
FAIRFIELD, ILLINOIS**

And

**LOCAL UNION NO. 702**

Of the

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

May 1, 2022 to April 30, 2025

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>Article I. Term of Agreement</b>	<b>1</b>
<b>Article II. Recognition</b>	<b>1</b>
<b>Section 1 - Definition of Bargaining Unit</b>	<b>1</b>
<b>Section 2 - Temporary Help</b>	<b>1</b>
<b>Article III. Employee Classification and Wage Scales</b>	<b>2</b>
<b>Section 1 - Classifications and Annual Base Hourly Rates</b>	<b>2</b>
<b>Section 2 - Bonus</b>	<b>4</b>
<b>Section 3 - Overtime</b>	<b>4</b>
<b>Section 4 - Off Duty Overtime</b>	<b>4</b>
<b>Section 5 - Service Watch Overtime</b>	<b>4</b>
<b>Section 6 - Minimum Call Out Pay</b>	<b>4</b>
<b>Section 7 - Shift Differential</b>	<b>4</b>
<b>Section 8 - Training Sessions</b>	<b>4</b>
<b>Section 9 - Per Diem</b>	<b>5</b>
<b>Article IV. Service Watch Policy</b>	<b>5</b>
<b>Article V. General Rules and Working Conditions</b>	<b>5</b>
<b>Section 1 - Work Day and Work Week</b>	<b>5</b>
<b>Section 2 - Meal Hours</b>	<b>6</b>
<b>Section 3 - Break Periods</b>	<b>6</b>
<b>Section 4 - Time Records</b>	<b>6</b>
<b>Section 5 - Residency</b>	<b>6</b>
<b>Section 6 - Safety</b>	<b>6</b>
<b>Section 7 - Medical Examinations</b>	<b>7</b>

## **TABLE OF CONTENTS CONTINUED**

	<b>PAGE</b>
<b>Section 8 - Drivers License</b>	<b>7</b>
<b>Section 9 - Work Rules</b>	<b>7</b>
<b>Section 10 - Probationary Period</b>	<b>7</b>
<b>Section 11 - Pay Checks</b>	<b>7</b>
<b>Section 12 - Use of City Keys</b>	<b>7</b>
<b>Section 13 - Spraying</b>	<b>8</b>
<b>Section 14 - Safety Equipment and Clothing</b>	<b>8</b>
<b>Section 15 - Temporary Transfers Outside of Department</b>	<b>9</b>
<b>Section 16 - Union Stewards Investigating Grievances</b>	<b>9</b>
<b>Section 17 - Union Dues</b>	<b>9</b>
<b>Section 18 - Other</b>	<b>9</b>
<b>Section 19 - Apprenticeship Program</b>	<b>10</b>
<b>Section 20 - Voluntary COPE Contributions</b>	<b>10</b>
<b>Article VI. Seniority</b>	<b>10</b>
<b>Section 1 - Seniority Defined</b>	<b>10</b>
<b>Section 2 - Application of Seniority and Probationary Period</b>	<b>10</b>
<b>Section 3 - Layoffs</b>	<b>10</b>
<b>Section 4 - Termination of Seniority</b>	<b>11</b>
<b>Section 5 - Retention of Seniority While Fulfilling a Position Not in the Bargaining Unit</b>	<b>11</b>
<b>Section 6 - Seniority List</b>	<b>12</b>
<b>Section 7 - Promotions</b>	<b>12</b>

## **TABLE OF CONTENTS CONTINUED**

	<b>PAGE</b>
Section 8 - Lead Persons Vacancies	12
Section 9 - Retention of Previously Earned Seniority	13
Section 10 - Temporary Disability	13
Section 11 - Employment Consideration	13
Section 12 - Role of Supervisors	13
Article VII. Management Rights	13
Article VIII. No Strike-No Lock Out	14
Article IX. Discharge or Suspension	14
Article X. Grievance Procedure	15
Section 1 - Initiation of Grievance	15
Section 2 - Steps	15
Section 3 - Other Conditions	16
Article XI. Employee Benefits	16
Section 1 - Holidays	16
Section 2 - Vacations	17
Section 3 - Sick Leave	18
Section 4 - Personal Leave	18
Section 5 - Funeral Leave	19
Section 6 - Jury Duty	19
Section 7 - Major Medical Plan	19
Section 8 - IMRF	19
Article XII. Notification of Subcontracting	19

## **TABLE OF CONTENTS CONTINUED**

	<b>PAGE</b>
<b>Article XIII. Effect and Duration of Agreement</b>	<b>20</b>
<b>Section 1 - Period Covered</b>	<b>20</b>
<b>Section 2 - Conformity to Law</b>	<b>20</b>
<b>Section 3 - Content of Agreement</b>	<b>20</b>
<b>Section 4 - Changes</b>	<b>20</b>
<b>Section 5 - Previous Agreements</b>	<b>20</b>
<b>Section 6 - Negotiations of Succeeding Agreements</b>	<b>20</b>
<b>Section 7 - Approval by City Council</b>	<b>21</b>
<b>Signatures</b>	<b>21</b>
<b>Exhibit A - Substance Abuse Policy</b>	<b>22</b>
<b>Exhibit B - Apprentice Program</b>	<b>27</b>
<b>Exhibit C – Health Insurance Plan Addendum</b>	<b>28</b>
<b>Exhibit D – Birthday Holiday Memorandum of Understanding</b>	<b>29</b>

**ARTICLE I**  
**AGREEMENT**

THIS AGREEMENT, made and entered into by and between the **CITY OF FAIRFIELD**, Wayne County, Illinois, (hereinafter referred to as “City”), and **LOCAL UNION NO. 702** of the International Brotherhood of Electrical Workers, AFL-CIO (which may be referred to hereinafter as the “Local Union”) shall be binding upon both parties and shall take effect on the 1<sup>st</sup> day of May, 2022, and shall remain in full force and effect to and including the 30<sup>th</sup> day of April 2025, and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by giving sixty (60) days written notice prior to the anniversary date hereof by either party to the other.

**ARTICLE II**  
**RECOGNITION**

**Section 1. Definition of Bargaining Unit.** The City recognized the Local Union as the sole and exclusive bargaining representative of the following unit of employees:

All full-time employees employed by the City of Fairfield in the following Departments: City Hall, Water Filtration Department, Water Distribution Department, Wastewater Treatment Department, Gas Department, Cemetery Department, City Garage, and Street and Bridge Department, Metering Department.

The following employees are excluded:

Mayor, City Clerk, City Collector, City Treasurer, Executive Secretary/Personnel Officer, and employees of the Area Development Commission, Airport, Fire Fighters, Police, all supervisors and managerial employees above the level of Leadperson, confidential employees, short term employees and all other excluded by the Act and all other employees of the employer.

**Section 2. Temporary Help.** Temporary help who work less than six (6) months in any one (1) year period are excluded from coverage of this Agreement. The City may not hire temporary employees while full time employees are on layoff. When the City has a need for temporary services, it will notify the Union Business Representative prior to the hiring of any temporary employees with an explanation of the need. When a request for temporary services originates from a member of the bargaining unit, the Union Business Representative will notify the City of the request along with an explanation of the need. The City will make the final determination of whether to hire temporary help, and only after discussion with the Union Business Representative.

### **ARTICLE III**

#### **EMPLOYEE CLASSIFICATION AND WAGE RATE SCALES**

##### **Section 1. Classifications and Annual Base Hourly Rates.**

	Effective	Effective	Effective
	5/1/22	5/1/23	5/1/24
<b><u>METERING DEPARTMENT</u></b>	\$1.25	\$0.80	\$0.80
Reader	24.83	25.63	26.43
<b><u>WATER FILTRATION</u></b>			
Leadperson	29.72	30.52	31.32
Class A Operator I	27.37	28.17	28.97
Class B Operator II	26.45	27.25	28.05
Class C Operator III	25.13	25.93	26.73
Class D Operator IV	24.66	25.46	26.26
Intern Operator	24.20	25.00	25.80
<b><u>WATER DISTRIBUTION</u></b>			
Leadperson	29.70	30.50	31.30
Maintenance D/Journeyman	26.51	27.31	28.11
Year 4 90%	26.32	27.12	27.92
Year 3 85%	26.23	27.03	27.83
Year 2 80%	26.14	26.94	27.74
Maintenance D/Serviceman	24.66	25.46	26.26
Maintenance Serviceman	24.20	25.00	25.80
Floater	24.20	25.00	25.80
<b><u>WASTEWATER TREATMENT</u></b>			
Leadperson	30.27	31.07	31.87
Operator Class I	27.56	28.36	29.16
Operator Class II	26.64	27.44	28.24
Operator Class III	25.56	26.36	27.16
Operator Class IV	24.65	25.45	26.25
Intern Operator	24.20	25.00	25.80
<b><u>GAS DEPT.</u></b>			
Leadperson	29.70	30.50	31.30
Maintenance Operator	26.51	27.31	28.11
Maintenance	24.66	25.46	26.26

**CEMETERY DEPT.**

Sexton/Leadperson	28.18	28.98	29.78
Laborer	24.20	25.00	25.80

**GARAGE DEPT.**

Leadperson	28.37	29.17	29.97
Mechanic	24.82	25.62	26.42

**STREET & BRIDGE**

Leadperson	28.53	29.33	30.13
Carpenter	26.51	27.31	28.11
Heavy Equipment Operator	26.51	27.31	28.11
Laborer*	26.51	27.31	28.11
Laborer Intern	24.20	25.00	25.80

**\*See qualification requirements**

**CITY HALL**

Clerical	24.20	25.00	25.80
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The above hourly rates are the base rates for each classification in each department.

A new employee started at fifty cents (\$.50) below base rate of pay will receive twenty-five cents (\$.25) after forty-five (45) days worked. The employee will receive an additional twenty-five cents (\$.25) after the ninety (90) day probationary period is completed.

The City may pay a newly hired employee above the probationary rate based on experience and qualifications.

\*Employees shall be required to become certified as proficient in the various aspects of the department, including the operation of all of the vehicles and equipment utilized before upgrade.

**Section 2. Bonus.** The City maintains the right to pay a bonus to all full time employees of the bargaining unit based on continuous years of service with the City.

**Section 3. Overtime.** Employees covered by this Agreement shall be paid at one and one-half (1 ½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight (8) hours each day. All work done after sixteen (16) continuous hours shall be paid at double time. It is specifically understood that this overtime pay provision shall not provide time credit for absences other than authorized court time, recognized holidays and vacation days.

The City reserves the right to require emergency overtime work as determined by the Mayor or his designee, and employees may not refuse such overtime assignments. In scheduling



overtime, the City shall attempt to provide adequate advance notice, when the need for overtime is known in advance and when it is otherwise practicable, to the employee concerned.

The City exclusively reserves the right to seek volunteers for overtime or to select specific employees for certain overtime assignments based upon the specific skills, ability and experience they may possess. Daily overtime will be offered to the employees who have performed the work that day. If additional employees are needed, the senior qualified employees within the department will be offered the work. When no volunteer can be found, the least senior available and qualified employee will be required to work.

**Section 4. Off Duty Overtime.** Off duty overtime will be offered to the qualified employees on a rotating basis. When no volunteer can be found the least senior qualified employee will be required to work.

**Section 5. Service Watch Overtime.** The employee on service watch shall receive seven (7) hours pay at time and one-half (1 ½) for the week plus compensation for all call outs.

**Section 6. Minimum Call Out Pay For Each Eight Hour Period.** When employees are called out after the end of their shift after they have left work for the day or on days they are not scheduled to work, all call outs shall be a guarantee of a minimum of two (2) hours compensation at the appropriate overtime rate.

**Section 7. Shift Differential.**

Second Shift- \$0.20 per hour

Third Shift- \$0.40 per hour

The shift differential will only be paid for actual hours worked.

**Section 8. Training Sessions.** All employees required by the City to attend training sessions during off days will be given time off or pay for attending the required training sessions. The City will determine how the employee will be compensated.

**Section 9. Per Diem.** A per diem of \$35 a day will be paid if an employee is required by the city to attend a seminar for classification or reclassification purposes for a State license, educational purposes, or on a mutual aid request. (Reference City policy for after-hours meal terms)

## **ARTICLE IV**

### **SERVICE WATCH POLICY**

The City of Fairfield has created a service watch in the City's gas, electric, water distribution, water filtration and wastewater filtration departments and the following will apply to such service watch: When it is necessary to assign qualified employees to the service watch, they will carry appropriate communications equipment, as furnished by the City, of which employees will be responsible, during off duty hours including weekends (no restrictions placed on off duty activities), and the qualified employee will be available for call out by the City in the event of storms or other emergencies and be able to respond to such call-out within 20 to 30 minutes. If called out to work the employee will receive overtime pay at the applicable rate as covered in this Agreement for those hours worked. The employee on the service watch will be

responsible for calling out qualified employees in accordance with Article III of this Agreement and will only call the number of employees required to complete the task. Service watch will be assigned to each employee on a rotating basis for a one (1) week period.

The employees may trade off with other qualified employees within their department to fill the service watch in the event the employee has a conflict.

## **ARTICLE V**

### **General Rules and Working Conditions**

**Section 1. Work Day and Work Week.** A regular work day shall consist of eight (8) consecutive hours of actual work, exclusive of an unpaid meal break. The work week shall consist of five (5) consecutive days. The specific schedule for the first shift shall start between 7:00 a.m. and 8:00 a.m. and shall be determined by the Mayor or his designee.

It is recognized by the parties that in order for the City to operate efficiently and economically it is necessary for there to be a large degree of flexibility in the work to be performed by the employees, and in the cooperation and assistance in work between the various departments. Therefore, the City shall have the right to make such temporary transfers as needs arise, with such temporary transfers not affecting an employee's departmental seniority.

All full-time employees covered by this Agreement shall be assigned forty (40) hours of work per week if they are fit for duty and in accordance with other provisions in this Agreement. This assignment procedure shall not interfere with or reduce the City's right to lay off employees from any department as elaborated upon in Article VI, Section 3, Layoffs. Moreover, this assignment procedure does not prevent the City from approaching the employees in a department and the Union regarding an equitable reduction in hours rather than proceeding with a layoff, with the employees, Union and the City agreeing to specific temporary arrangements in order to prevent a layoff from occurring.

**Section 2. Meal Hours:** Every full-time employee shall be entitled to one (1) unpaid hour off for meal break in a designated eight hour working shift. The exception shall be the twenty-four (24) hour departments where the meal break is part of the eight (8) hour day. In those departments the meal break is taken on site. The City may stagger the meal hours so as to least interfere with operational requirements of the City.

**Section 3. Break Periods.** Employees shall receive a maximum of a fifteen (15) minute break in the first half of their shift and another maximum fifteen (15) minute break in the second half of their shift unless it is not practical to schedule on a given day. The Mayor's office shall designate the specific time sequences in each department with 10:00-10:15 A.M. and 2:00-2:15 P.M. being in place unless otherwise changed by the Mayor. However, if one or more employees work through their scheduled break period, then the break can be taken at another time as coordinated with the Leadperson. The two fifteen minute breaks may not be combined into one thirty minute break, added to their lunch hours, or taken at the end of the work day to shorten the work day.

**Section 4. Time Records.** All employees are required to punch in and out at the time clock in their department at the beginning and end of each work day, including the beginning and end of

lunch breaks. All employees who are called to work must punch in at the beginning of the call out and punch out when the work is completed. On any day an employee is absent, he/she is responsible to enter the reason for the absence directly on the time card (e.g., vacation, sick, funeral leave). At the end of each work week, employees are required to sign their timecards and forward them to their Leadperson. The Leadperson shall approve the card, sign and forward to the Personnel Office. The time records are reviewed by the Finance Committee prior to approving the payroll. The City reserves the right to amend the above procedures in accordance with computerization of records, with appropriate instructions on changes being reviewed with employees in advance of implementation. Falsification of a time record is a breach of City policy and is grounds for disciplinary action, up to and including discharge.

**Section 5. Residency.** Employees covered by this Agreement shall maintain their residence within the following boundaries: 1500N and (everything south would be in), 200N and (everything north would be in), 2500E and (everything west would be in), CH9 and (everything east would be in), subject to the right of the city council to exempt any employee from this section for good cause shown. Any person hired as an employee of the city shall have six (6) months from the date of his or her employment to comply with this section. Any employee not meeting the residence requirement of this section within six (6) months from the date of their employment shall be discharged.

**Section 6. Safety.** If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his Leadperson who shall have the responsibility to recommend what action, if any, should be taken. If a Leadperson is not available, the acting Leadperson shall be responsible for making a temporary decision(s), and contacting the Mayor as soon as practical regarding the situation and reason for his decision. In the event the Leadperson in any department is absent from work he/she will appoint a qualified replacement to fulfill his/her duties. The City agrees to pay eight (8) hours at Leadperson wage scale for any temporary Leadperson upgrade of four (4) hours or more.

**Section 7. Medical Examinations.** In the interest of public safety and in accordance with other health requirements, the City may require an employee to take a physical examination, including drug and alcohol testing, and, when the appointment for such examination is during an employee's regularly scheduled work hours, he/she will receive straight time compensation for those hours. The cost of said examination(s) will be borne by the City. The results of said examination shall be furnished to an employee upon his written request, with said results being evaluated by the Mayor's Office and retained in the employee's personnel file.

**Section 8. Driver's License.**

The City may designate certain classifications as requiring a specialty driver's license. Presently, all classifications in the Street and Bridge Department will require a CDL Class B license with an air brake endorsement; the Leadperson in the Water Distribution Department will require a CDL Class A license, and all other classifications (excluding Floater) will require a CDL Class B; and the Leadperson and all future vacancy postings in the Garage Department following the execution of the 2022-2025 Collective Bargaining Agreement will require a CDL Class A license with air brake endorsement. Bargaining unit members employed in classifications requiring a specialty driver's license shall provide the personnel department with proof of required license every anniversary period. If the city designates a new classification in the future

to require a specialty driver's license, employees in those classifications shall have six months to obtain said license. The city agrees to provide equipment and up to one-half (½) hour training on work time to assist employees in obtaining their specialty driver's license. Employees will be allowed to take the specialty driver's test during working hours at a time designated by the City. The city will pay the difference between regular driver's license fee and required specialty driver's license fee.

Effective May 1, 2022, all new hires will be required to possess a CDL Class "B" or greater driver's license upon their first day of employment with the City regardless of the department, classification or job description hired into. Bargaining unit employees employed by the City upon union ratification and City council approval of the 2022-2025 collective bargaining agreement will be grandfathered into the CDL Class "B" driver's license requirement meaning:

1. Grandfathered bargaining unit employees can bid, or exercise their seniority upon layoff, into a vacancy without possessing the proper driver's license for the position.
2. Upon completion of the probationary period, the City will provide time off from work, if necessary, with pay without the employee utilizing their benefit time, and the City will cover the cost of any instruction, if applicable.
3. In the event the employee is unable to pass all tests and obtain the driver's license required by the position of employment in the time allotted by the Illinois Secretary of State, presently three attempts at taking the written test and three attempts at taking the behind the wheel exam, then the employee may be subject to dismissal from employment due to being unable to comply with job requirements and perform essential elements of the position of employment.
4. Grandfathered bargaining unit employees for whom the City provides paid time off from work and/or covers the cost of their instruction so they are able to obtain the required driver's license for the position shall be subject to a thirty-six (36) month work commitment to the City following the date of the issuance of their specialty driver's license. Employees will exercise a work commitment agreement whereby they will reimburse the City for the value of their paid benefit time and the cost of any instruction to obtain the specialty driver's license should they voluntarily leave employment with the City before the expiration of the thirty-six (36) month period. For each month worked by the employee following issuance of the specialty driver's license, the amount owed to the City will be reduced by 1/36. The City shall not enforce the work commitment agreement should the employee retire or become disabled or deceased, or the City discharges or displaces the employee from employment.

Employees in classifications designated to maintain a specialty driver's license are required to report if their license has been suspended, revoked or lapsed. Failure to promptly report the loss of a required license may be cause for termination. If the loss is promptly reported, the affected employee will be given thirty (30) days to get the license restored before termination is considered. During the thirty (30) days, the affected employee will be given other duties or placed on temporary layoff depending upon the availability of "other duties" as determined by the Mayor or his designee.

**Section 9. Work Rules.** The City may prepare, issue, and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the City. Prior to enforcing

new or revised rules, they will be posted for ten (10) calendar days. The Union reserves the right to grieve the reasonableness of the work rule within five (5) working days of posting.

**Section 10. Probationary Period.** New hired employees shall be considered probationary until the completion of ninety (90) days worked. Anytime during this period a probationary employee can be discharged “at will” without recourse or regard to any other provisions in this agreement to the contrary.

**Section 11. Pay Checks.** Employees shall be paid every other Friday for the two (2) week period ending five (5) days prior to the payday. When a payday falls on a holiday, employees shall be paid on the last previous work day. On the day paychecks are to be distributed to the employees, the checks will be ready for pick up by the Leadperson at 11:30 A.M. and will be distributed to the employees at noon. The City will offer direct deposit to the employees on a voluntary basis.

**Section 12. Use of City Keys.** Only authorized individuals shall have designated City keys. When an employee has City keys in his possession, they are not to be used for entering City property in their off-hours without first securing authorization from the Leadperson or from the Mayor’s Office. Employees on City property in their off-hours without proper authorization may be disciplined.

**Section 13. Spraying.** The City agrees to continue the current practice now in place for spraying in the departments currently doing so. The City will first seek volunteers from these departments for persons to hold a spray license, and the City will continue its practice of providing the reasonable time required to obtain such license. If no person(s) volunteer, then the City shall have the right to appoint two (2) employees on a rotational basis from within the department. If the City requests any spraying done during overtime hours it will be paid at the appropriate overtime rate.

**Section 14. Safety Equipment and Clothing.** The City shall furnish employees and/or departments with protective clothing and equipment as required by OSHA standards. The employees shall, at all times, use every effort for the preservation of such clothing and equipment. In the Departments that the City requires employees to wear uniforms, the City will provide six short sleeve uniform shirts, six long sleeve uniform shirts, and six pair of uniform pants. The employees, except for Linemen and the employees in the Wastewater, Water Distribution, and Garage Departments, will be responsible for the laundering of these uniforms. The clothing that is provided must be worn while at work. Worn out clothing must be turned in before replacement clothing will be provided. Safety glasses will be provided in accordance with the City policy.

At a minimum, the following protective clothing and equipment will be provided by the City for employees to use per department requirements.

Non-clerical employees will be provided necessary safety items required to perform their work safely from the following list: Work Gloves, Rain Suits, Rubber Boots, FR Rated Rain Suits-Coats-Coveralls-Bibs, Safety Vests, Eye Flush, Welding Gloves, Welding and Grinding Face Shields, Rescue Harness & Lines, Hearing Protection, Self-Contained Breathing Apparatus, Rubber Overshoes, Leather Climbing Boots, Dust Masks, Scot Air Paks MSA, CL2 Canister

Breather, NH3 Canister Breather, Latex and Rubber Gloves, Safety Glasses/Goggles, & Respirator (List is not all inclusive). Should there be any questions over the need to provide these required items for the employees, the City and Union agree to meet and discuss how to proceed. Nothing provided at the time of this agreement to each department will be denied to any employee within the department, if it should inhibit their ability to perform their work safely.

If department-issued equipment becomes worn or damaged; the items will be inspected by the Mayor to determine if the items are in need of replacement. If the items warrant replacement, the old items will be turned in to the City.

The City agrees to provide an annual allowance of three hundred fifty dollars (\$350.00) to employees (excluding clerical) for the purchase of Steel Toe Boots, Coats, Coveralls and Bibs (Non-FR Related). Reimbursement shall be made only to those employees that have historically received these items directly from the City.—Payment will be issued by the City Treasurer upon the presentation of receipts to the Mayor’s secretary, or may be purchased with approval through a local vendor if the City has an account established with that vendor. Employees may carry a balance from year to year, but the city will only be required to update the annual allowance balance up to \$700.00 total. At any time, the employee’s balance exceeds this limit, the additional allowance will be permanently forfeited by the employee. (This annual allowance begins on January 1, 2023 and renews thereafter on the first day of each year.)

#### **Section 15. Temporary Transfers Outside of Department.**

- (a) The City shall have the right to make such temporary transfer as it deems necessary of Employees from their job to any position.
- (b) The parties understand and agree that because of the size of the City and the varied nature of the work to be performed by the employees that in order for the City to operate efficiently and economically it is necessary for there to be a large degree of flexibility in the work to be performed by the employees and in the cooperation and assistance in work between the various departments.
- (c) Any employee transferred shall be paid at the rate of the job they perform or their rate of pay, whichever is the greater.

**Section 16. Union Stewards Investigating Grievances.** A Union steward will only be permitted time necessary to investigate an alleged grievance or written grievance during working hours as long as the steward provides notice to the Lead person and the stewards absence does not unduly interfere with completing a time sensitive project. Any issues or concerns with this practice will immediately be addressed by the Mayor and the Union Business Representative.

**Section 17. Union Dues.** Upon receipt by the City of a check off authorization in the form agreed upon between the parties and contained in the Appendix of this Agreement, dated and executed by an employee (dues deduction) or the Union, the City shall make the appropriate deduction from the biweekly paycheck of the affected employees covered by this Agreement. Such deductions shall be remitted to the Treasurer of Local 702, IBEW, in accordance with the procedures agreed upon between the parties and contained in the Appendix of this Agreement.

The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits, errors or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Section or in compliance with any agreed upon forms and/or procedures contained in the Appendix of this Agreement pertaining to this Section.

**Section 18. Other.**

- (a) No employee covered by this Agreement shall absent himself from duty without first securing permission for the department Leadperson, who shall be responsible to report the absence to the Personnel Department. In case of illness, the employee shall make every effort to notify the department Leadperson at least one (1) hour prior to the scheduled show-up time.
- (b) The Union and City agree that the operation of City departments upon which the employees covered in this Agreement are assigned, are essential to the public welfare and recognize their obligations to furnish continuous public city service. Accordingly, both parties agree not to perform any act which will result in the interruption of electrical, gas, water, sewer service or any other service to the public.
- (c) City vehicles left unattended without a driver or passenger remaining inside the vehicle must have their ignitions turn off and the keys removed.

**Section 20. Voluntary COPE Contributions.** The City agrees to cooperate with Local Union 702 and its members in an effort to collect voluntary C.O.P.E. funds by providing payroll deduction for those wishing to participate. These deductions shall be administered in the manner same as Union Dues, and forwarded to the Local Union in the same manner.

## **ARTICLE VI**

### **Seniority**

**Section 1. Seniority Defined.** For the purpose of this Agreement, seniority shall mean an employee's length of continuous full-time service in a department and on a City-wide basis. Departmental seniority shall be defined as an employee's length of continuous full-time service in a department. City seniority shall be defined as an employee's length of continuous full-time service with the City for the purpose of determining the length of earned vacation time each year.

**Section 2. Application of Seniority and Probationary Period.** The seniority of each full-time employee who has been employed as a probationary employee and for up to one hundred twenty (120) days worked within a period of twelve (12) consecutive months under this Agreement, shall begin as of the first day of such employment.

**Section 3. Layoffs.** When making a reduction in the number of employees in a department for any reason, and when rehiring within the recall period as covered in Section 4(g) of this Article, the following procedures shall govern.

- (a) Employees who have not established seniority in the department shall be laid off first.

- (b) Apprentices, if any, shall be laid off second.
- (c) Thereafter, employees shall be laid off in the inverse order of their established seniority by department.
- (d) The only exception to (c) above is when an employee with lessor seniority has demonstrated skills not possessed by others and, then, he/she can be retained.
- (e) For purposes of this Section qualification includes possession of any required specialty driver's license.
- (f) An employee displaced from his/her position as a result of a lay off or job elimination will be given the opportunity to work in a declared vacancy in another department if the employee has the ability and qualifications to sufficiently perform the available work as determined by the City. If his/her ability and qualifications are equal, City seniority shall prevail. If hired into a new department, the employee shall start his new department seniority on his/her first day and be on probation in that department for ninety (90) days worked. If an employee quits, is terminated, or becomes unable to work, that position will be opened unless determined otherwise by the Mayor or the Mayor's designee. The determining factor will be the workload in that department at that time.
- (g) If there are no vacancies in the other departments, the employee may use their departmental seniority to bump the most junior employee in that department, or his/her City seniority to bump the most junior employee in the bargaining unit provided that employee is not in the process of securing a license or certification, is licensed or certified, or possesses skills and qualification unique to that department. In that instance, the employee would bump the next most junior employee. When an employee bumps another employee because of a reduction in a classification, the employee must have the qualifications and ability to sufficiently perform the available work.
- (h) When recalling employees from layoff status, employees shall be physically able to perform the available work and have the ability and qualifications to sufficiently do the job. When ability and qualifications to sufficiently perform the available work are equal, departmental seniority shall prevail.

**Section 4. Termination of Seniority.** Seniority of an employee shall be deemed to have been broken when he/she:

- (a) Resigns or quits;
- (b) Retires;
- (c) Is discharged for just cause;
- (d) Is absent from work three(3) days without notifying the City;
- (e) Fails to report for work at the close of a leave of absence or vacation without City approval.



- (f) Fails, following layoff, to return to work within ten (10) working days, following receipt of notice of recall from layoff by telephone or notice sent to his/her last known address;
- (g) Is laid off beyond the established guidelines;
  - 1) Three (3) months if employed less than one (1) year.
  - 2) Twenty-four (24) months if continuously employed one (1) year longer.
- (h) Accepts other employment without the City's written approval during a period of authorized leave of absence.
- (i) Falsifies the reason for a leave of absence.

**Section 5. Retention of Seniority While Fulfilling A Position Not in the Bargaining Unit.** If

an employee is appointed by the City to a position outside of the bargaining unit and the employee subsequently returns (can be initiated by either the City or employee) to the same department within the bargaining unit, the employee shall be credited with the time previously accumulated in that department. A returning employee can only bump another employee if that employee is in probationary status. In addition, time accrued with the City in any capacity will continue to be counted toward earned vacation time. If there is a break in service with the City when an employee is working in a position outside of the bargaining unit, then this provision shall not be available.

**Section 6. Seniority List.** In January each year, the Mayor's Office will post a Department and Citywide service seniority list, with a copy being provided to the Union and each employee. It remains the responsibility of employees to raise possible accuracy concerns for investigation and resolution by the Mayor's Office, provided the concern is raised within ten (10) working days of the original posting.

**Section 7. Promotions.** Promotions to positions in the bargaining unit shall be awarded to the employee who has the qualifications and ability to perform the available work. If qualifications and ability are sufficient, departmental seniority shall prevail.

- (a) When vacancies occur or when new positions are created, the City will post a notice on its bulletin boards which will include the job descriptions of the posted position for a period of five (5) working days announcing the open position. At the end of the five (5) working day posting period the posting will be removed. When necessary, as determined by the City, temporary assignments may be made for the period the position is considered open to a qualified employee in that Department. A posting will not occur for an open position in a department when an employee in that department is scheduled to return from an approved leave of absence or layoff status.
- (b) An employee promoted to a new position will be given reasonable opportunity to demonstrate his/her qualifications and ability to proficiently perform the job. If he/she does not qualify within ninety (90) work days, he/she shall be returned to the position he/she formally held. Should an employee choose to disqualify him/herself from a job they bid on, they will lose bidding rights for thirty days. A disqualified employee will not be allowed to bid the position they were disqualified from for one (1) year after leaving the position.

- (c) Employees will be permitted to bid on open entrance level positions in other departments provided they possess necessary qualifications and ability to perform available work. If qualifications and ability are sufficient, the position will be filled by the employee with the greatest City seniority. The bidding list will remain in effect for ninety (90) days.
- (d) For purposes of this Section qualification includes possession of any required specialty driver's license.

If in the opinion of the City the employees bidding are not qualified, the employer retains the right to fill the vacancy with the new hire.

- (e) Barring an emergency or an articulable operational need of the City, employees bidding/promoting to a different position within the City will be moved to their new position as soon as is possible. Should the change in classification require more than thirty (30) calendar days, the City and the Union will meet to discuss the justification for any delays.

#### **Section 8. The Leadpersons Vacancies.**

The Leadperson classification vacancies will be appointed by the Mayor and a majority of the City's Alderman. The removal of a Leadperson for performance-related reasons will also be by the Mayor and a majority of the City's Alderman. Such action by the Mayor and the Alderman shall not be subject to the Grievance Procedure.

Any Leadperson, before being removed from their position for performance-related reasons unrelated to serious misconduct, shall be given one hundred and twenty (120) work days to correct any deficiencies in his/her performance that he/she may have. The City shall provide the Leadperson and the Union with a written list of all deficiencies. If the Leadperson cannot correct the deficiencies in the one-hundred and twenty (120) work days he/she may exercise their contractual bumping rights.

All newly appointed Leadpersons, shall be given one-hundred and twenty (120) work days to qualify for the job. If the new Leadperson cannot qualify during the probationary period he/she may also use their contractual bumping rights pursuant to Article VI, Section 3.

If a dispute arises as to whether the Leadperson has engaged in serious misconduct under this Section warranting discipline up to and including discharge, then the dispute shall be resolved through Article X – Grievance Procedure.

**Section 9. Retention of Previously Earned Seniority.** An employee on an approved leave of absence by the City shall not forfeit any seniority he had previously earned, provided he returns from the leave as scheduled and hasn't accepted employment elsewhere while on such leave without the written approval of the City.

**Section 10. Temporary Disability.** An employee injured and temporarily disabled in the course of his/her employment, and who is unable to return to his/her regular duties, as verified by the City's physician, shall receive, beginning with the first full day of absence, the difference between the Illinois Worker's Compensation Act payments to which he/she is entitled under said Act and his/her regular pay at his/her straight time hourly rate not to exceed a total of eighty percent (80%) of his/her daily rate. In no case shall the payments continue for more than twenty-four (24) months, with a shorter amount of time being instituted if in accordance with the Illinois

Worker's Compensation Act and regulations established by the insurance carrier. If an employee is permanently disabled, then the parties shall comply with the standard established by the insurance carrier representing the City.

**Section 11. Employment Consideration.** The City and the Union may, by mutual written agreement, cancel, suspend or alter the provisions of this Article to provide employment for an employee who has been temporarily disabled while in the employ of the City. Such decisions shall not establish a precedent for subsequent considerations.

**Section 12. Role of Supervisors.** City Supervisors will not perform bargaining unit work except for the purpose of training, providing direction, demonstrating, or in emergency situations as determined by the City.

## **ARTICLE VII**

### **MANAGEMENT RIGHTS**

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibility conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States, City ordinances which are not in conflict with the labor agreement, along with decisional law by the Courts, provided that such rights and responsibilities shall be exercised in conformity with the specific provisions of the Agreement. All powers, rights, authority and responsibilities conferred upon the City in the above sentence, other than specifically included in this Agreement, are reserved for the City.

## **ARTICLE VIII**

### **NO STRIKE-NO LOCKOUT**

The services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a municipal service and to the welfare the public dependent thereon, and a consideration thereof, and of the agreements and conditions herein, to be kept and performed by the City, Local Union No. 702 agrees that under no conditions, and in no event whatsoever, will the employees, any employee individually, or a group of employees, who are members of Local Union No. 702 covered by the this Agreement be called upon or permitted to cease or abstain from the continuous performance of the duties including not engaging in a slowdown, pertaining to the position held by them under the City, in accordance with the terms of this Agreement, Local Union No. 702 agrees to do everything within its their power to immediately end or avoid the conduct prohibited in this clause. The City agrees not to lock out its employees during the term of this Agreement.

## ARTICLE IX

### **Discharge or Suspension**

The City shall not discharge or suspend any employee without just cause, but shall issue a written warning letter and/or a suspension prior to discharge. The City shall give such warning notice of the complaint against such employee to the employee in writing within three (3) working days and a copy of same to the Local Union and Shop Steward affected, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is gross insubordination, dishonesty, possession and/or use of alcohol, drugs or weapons on City property and other serious misconducts. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from date of last warning.

The following offenses shall be subject to disciplinary action, including up to discharge.

1. Violation of the Alcohol and Drug Policy;
2. Fighting or striking an employee or elected official;
3. Theft of City property or other employee's property;
4. Destruction of City property or other employee's property;
5. Falsification of application, time cards or any other City documents or records;
6. Gross insubordination, such as refusal to work;
7. Threatening or abusing a Leadperson, co-worker, Manager or Public Official;
8. Lying to a Supervisor, Manager or Public Official;
9. Conviction of a felony;
10. Bribery other improper influence to gain a promotion, raise or other benefits;
11. An act which threatens the safety, health or well-being of another person;
12. Failure to report for work for three (3) or more consecutive work days without proper notification or authorization;
13. Willful and/or flagrant abuse of citizens or failing to service the citizens;
14. Giving false testimony when City reviews and/or investigations are undertaken;
15. Gambling on City property;
16. Possession of alcohol, firearms (exception being authorized personnel), explosives, or any illegal controlled substance on City property;
17. Failure to follow existing Purchasing Policy;

\*It is recognized that the above list is not an exhaustive list.

## ARTICLE X

### **Grievance Procedure**

Should a difference arise between an employee and the City as to an alleged violation, misinterpretation or misapplication of this Agreement, it shall be settled in accordance with the Grievance Procedure as set forth below.

**Section 1. Initiation of Grievance:** In the event that an employee shall have a grievance, he/she shall report the same to his/her Steward, in writing, and the Steward shall report the same, in writing, to the appropriate Leadperson within five (5) working days of the occurrence giving rise to the grievance.

**Section 2. Steps:** The initial meeting shall be between the employee, Steward and Mayor or his designee within five (5) working days of filing the grievance. The Mayor or his designee shall have five (5) working days to respond in writing to the grievance after concluding the meeting. If the employee is not satisfied with the response, a second meeting shall be established with the Mayor or his designee within five (5) working days of receiving the response, with that meeting including the employee, Steward, Union Representative, and Mayor or his designee. The Mayor or his designee shall have five (5) working days to respond to the grievance after concluding the second meeting. Whenever possible, the spokesperson for the parties in negotiations should be involved in these meetings since they will know the “intent” of the language in dispute.

If the employee is not satisfied with the response, he/she shall so inform the Union of his/her decision and the Union shall request that the grievance be submitted to an impartial arbitrator within ten (10) working days after receiving the response from the Mayor or his designee. The arbitrator shall be selected in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. Each party shall have the right to reject one panel of arbitrators.

The arbitrator shall have no power to amend, modify, nullify, ignore and/or add to the terms of this Agreement. The arbitrator’s final and binding authority shall be strictly limited to deciding only the grievance filed at the initial step within the limits established in the definition of a “grievance” as contained under Initiation of Grievance. In addition, the following procedures shall prevail:

- (a) Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the parties.
- (b) If either party requests a transcript of the proceedings, that party shall bear full cost for the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
- (c) Neither party shall be permitted to present any grounds or evidence before the arbitrator which had not previously been disclosed to the other party.
- (d) Either party may make public the findings and the recommendations of the arbitrator.

Any grievance not pursued by an employee from a decision in one of the steps in the above procedure and taken to the next step; as prescribed, shall be considered settled on the basis of the last answer from the City and not subject to further review. In the event the Employer fails to respond within the time frame outlined in this Article, the grievance shall automatically progress to the next step.

**Section 3. Other Conditions:**

- (a) **Bypass to Mayor:** If the grievant and the Mayor or his designee agree, Step One of the Grievance Procedure may be bypassed and the grievance brought directly to Step Two.
- (b) **Class Grievance:** Class grievances involving more than one (1) employee or one (1) or more Leadpersons may be initially filed by the Grievant at Step Two.

- (c) **Meetings on Grievances/Steps One and Two:** Normally meetings will be conducted during regular work hours unless there is an emergency situation as determined by the Mayor or his designee.
- (d) **Extension of Time Limits:** By mutual agreement time limits specified herein may be extended beyond the Initiation Step.
- (e) **No Reprisals:** No reprisals of any kind shall be taken by the grievant, Union, or City against any employee because of his/her participation or lack of participation in a grievance.
- (f) **Hearings at Arbitration Step:** All such hearings shall be by mutual agreement between the Union, City and Arbitrator.
- (g) **Bypass of Arbitration to Grievance Mediation:** By mutual written agreement, the parties may elect to enter into grievance mediation prior to submitting the grievance to final and binding arbitration. The parties shall mutually agree, in writing, on the procedures for mediation, including the handling of costs to implement the process.

## **ARTICLE XI**

### **EMPLOYEE BENEFITS**

**Section 1. Holidays.** The holidays recognized under this Agreement include; New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day, Employee Birthday. (See Exhibit C)

Employees required to work shifts on holidays will be paid at the rate of one and one-half (1 ½) times above their regular hourly rate unless they have called off of work the day immediately before and/or after a recognized holiday. In such instances, the employee shall be paid their regular straight hour rate of pay. Employees on shift work will be paid the overtime premium for the hours worked on the day the holiday is scheduled.

Employees called out to work or prearranged to work overtime on a holiday or a Sunday (includes second regularly scheduled day off work for shift workers) will be paid at the rate of double time for all hours worked on that day. This Section does not apply to those shift workers who are normally scheduled on these days unless they are working overtime.

**Section 2. Vacations.** The vacation schedule for full-time employees who have worked twelve (12) months in the previous year includes:

After 1 Year	10 Days
After 7 Years	15 Days
After 15 years	20 Days

New employees shall earn one (1) day per month beginning the first month after completing two (2) full months of actual service.

Employees will earn an additional one (1) day of vacation for every year after twenty-one (21) years up to twenty-five (25) years. The first additional day of vacation will be awarded on the employee's 21<sup>st</sup> anniversary date of employment. Additional days will be awarded on the

anniversary date up to twenty-five (25) years. Maximum accumulated vacation days will be twenty-five (25) days after twenty-five (25) years.

On May 1 of each year an employee will be credited with the amount of vacation he/she has earned in the previous twelve (12) months. That vacation will be taken between May 1 and April 30 of the next year.

The additional week of vacation earned by a seven or fifteen year anniversary will be awarded in the year earned but will not be permitted to be taken during that year until after the employee has had their anniversary of employment.

Employees who leave the service of the City for any reason and have not completed at least one (1) year of service will not be eligible for any vacation benefit.

- (a) Vacation days not used may be carried over into the following year up to forty (40) hours. An employee shall have the option to cash in up to five (5) unused vacation days each year.
- (b) During May each year, a vacation pick will occur in each department, with department seniority prevailing in the pick. No more than one employee shall be on vacation from a department at any one time unless approved by the Leadperson or his designee. All vacation picks must be approved by the Mayor or his designee before they are official. Later in the year, trades or new vacation dates will be considered, but must meet with the approval of the Mayor or his designee.
- (c) In the event an employee would like their vacation pay on the last day before their vacation, a written request must be filed with the Mayor or his designee by the last pay day prior to the vacation.
- (d) Employees with earned vacation may use no more than ten (10) days in one-half (1/2) day increments. Employees will be allowed to take vacation in one (1) day increments up to fifteen (15) days. All remaining vacation will be taken in blocks of weeks (five (5) days each).

**Section 3. Sick Leave.** During the first year of employment an employee will earn one (1) day of sick leave per month following two (2) full months of employment up to a maximum of ten (10) days. Employees with more than one (1) year of employment will receive ten (10) days of sick leave on their anniversary date. Sick leave may be accumulated to two hundred and forty (240) days as of April 30, 2005.

- (a) An employee is required to notify the Leadperson or the acting Leadperson prior to his/her normal starting time of his/her absence due to illness or injury. If the employee does not notify the Leadperson or acting Leadperson prior to the beginning of his/her starting time, the employee will not receive sick pay for that day.
- (b) The Leadperson or acting Leadperson is required to notify the Mayor's office by 10:00 A.M. of any absences in his/her department and the reasons of such absence.

- (c) If in the discretion of the Mayor or his designee, an employee has violated the intent of the sick leave provision of this Agreement, the employee may be required to secure a doctor's off work slip for future absences in order to receive compensation for days off work due to illness or injury. This restriction shall be in effect for one (1) year from notification.
- (d) If a sick day is taken the day before a holiday or the day immediately following a holiday, a doctor's certificate is required or the employee shall be docked for the day.
- (e) No cash payment for unused sick leave days will be permitted.
- (f) Sick leave may be taken in one (1) hour increments. Should the sick leave go over one (1) hour the employee shall be charged another one (1) hour increment.
- (g) "Sick leave" is defined as an employee's illness or injury affecting the employee or the illness or injury of the employee's spouse, child, step child, parent, or step parent, or any child or adult under the legal guardianship of an employee.

Absence without proper authorization or approval or available paid or unpaid benefit leave to cover the absence shall be considered leave without pay and may be considered sufficient cause for suspension or dismissal of the employee at the discretion of the Mayor.

**Section 4. Personal Leave.** Regular full-time employees are entitled to three (3) personal leave days each year. During the first year of employment the employee will earn one (1) day of personal leave which may be taken after six (6) months of employment. The employee will also earn one (1) additional day of personal leave which may be taken after one full year of employment.

One (1) hour being the minimum leave considered. Only one employee in each department will be considered for personal leave on a given day. All requests for personal leave must be submitted to the Mayor's Office for approval. Unused personal leave days will not accumulate to the next year. In the event of an emergency, the advance notice requirement shall be waived.

(a) Benefits: New employees will be allowed to receive one half (1/2) of their earned sick leave, personal leave and vacation benefits after they have worked six (6) months.

**Section 5. Funeral Leave.** Up to three (3) days may be taken for a death in the immediate family by full-time employees. "Immediate family" is defined as spouse, sons, daughters, parents, grandparents, grandchildren, brothers, sisters, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law, son-in-law, daughter-in-law; step relations in the aforementioned shall also apply. Additional days can be taken for deaths in the immediate family, with such days being deducted from the employee's accumulated sick leave.

**Section 6. Jury Duty.** An employee will be excused at full pay for the purposes of fulfilling jury duty. The employee shall refund to the City any monies received for jury duty, less any permitted travel and meal allowance. The employee shall provide a copy of the jury notice to his/her supervisor at least ten (10) days prior to the first appearance date.



**Section 7. Major Medical Plan.** The City shall pay their portion of the premium covering major medical and hospitalization insurance each year. If an employee elects to take employee only coverage, twenty-five dollars (\$25.00) per pay period shall be deducted from the employee's paycheck to cover this benefit. If an employee elects to take family coverage, seventy-five dollars (\$75.00) per pay period shall be deducted from the employee's paycheck to cover this benefit. Increases to the Calendar Year Deductibles for Individual and Family Coverage and the implementation of Co-Payments as indicated on Exhibit B shall become effective January 1, 2018.

The health plan benefit levels, as well as deductibles and co-pays, will not be changed during the term of this Agreement, other than as provided under Appendix C which became effective on January 1, 2018. Except that, the Employer may change insurance providers and third party administrators, so long as the benefit levels, as well as deductibles and co-pays, of the new plan are the same as Appendix C. In the event of a change in providers, the Employer will meet with the Union and discuss the changes. In the event the Affordable Care Act (ACA) require changes to the existing health plan during the term of this Agreement, the Employer agrees to bargain the impact of the change upon demand of the Union.

**Section 8. IMRF.** The City will contribute the Employers required percentage of an employee's wages for each employee to the Illinois Municipal Retirement Fund.

## **ARTICLE XII**

### **Notification of Subcontracting**

Prior to sub-contracting current work handled by bargaining unit members, the City will provide a notice of intent to do so, along with the reason(s) for such a consideration. Such notice will be made to the Union thirty (30) days in advance of finalizing such a decision, unless in the case of an emergency, with the Union having the opportunity to present alternatives. The final decision as to finalizing a sub-contracting decision shall be determined by the Mayor.

## **ARTICLE XIII**

### **Effect and Duration of Agreement**

**Section 1. Period Covered.** This Agreement shall become effective on May 1, 2022 and shall continue in full force and effective through April 30, 2025.

**Section 2. Conformity to Law.** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

**Section 3. Content of Agreement.** The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the City and the Union. Both parties acknowledge that during the negotiations which resulted in the Agreement, each

party had the unlimited right and opportunity to make demands and proposals under the other party. All understanding and agreements arrived at after the exercise of this right and opportunity is set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive City prerogatives.

**Section 4. Changes.** The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in ratified written agreement.

**Section 5. Previous Agreements.** It is agreed that this Agreement contains the full and complete content between the City and the Union on all issues bargained during negotiations for this Agreement. All prior agreements and past practices including any written and/or verbal commitments, on any issue are void and of no force and effect. The parties agree that they will discuss such conditions and provisions if they arise.

**Section 6. Negotiations of Succeeding Agreement.** If, in negotiating a new or modified or amended collective bargaining agreement to become effective on or after the expiration of the instant Agreement or of succeeding agreements, an impasse should occur between the parties, it is agreed that they will invoke the procedure of mediation in an attempt to resolve the impasse, and that the provisions of Article VIII (No Strike Guarantee) hereof shall be applicable. The mediator shall be selected promptly and, if the parties cannot agree upon a mutually acceptable mediator, they shall request the Federal Mediation and Conciliation Service to assign a mediator from its staff to aid them. The mediator shall, immediately after his selection or designation, attempt to obtain a fair and speedy resolution of the impasse. He shall consider all aspects of the matters in disagreement and may provide both procedural and substantive suggestions and suggested alternatives to the parties. Any suggestions of the mediator shall be advisory only, shall be given in confidence and shall be kept confidential by the parties. The fee and expenses of the mediator, if any, shall be borne equally by the City and the Union. No other joint expenses shall be incurred except by mutual agreement of the parties.

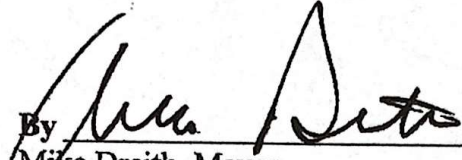
**Section 7. Approval by City Council.** This Agreement shall, within a period of thirty (30) days that it has been ratified by the Union, be submitted to the City Council for consideration and for the funds necessary to implement the herein economic provisions. Said Agreement cannot be in conflict with any charter, special act, state and/or federal legislation. If this Agreement is rejected by the Council, it shall be returned to the parties for further negotiations, with the Council providing direction as to the rejection.

It was agreed in negotiations that the negotiated health insurance policy shall be in effect for the life of this agreement.

This Agreement was ratified by the City Council on \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers on the dates hereinafter set forth.

**CITY OF FAIRFIELD, WAYNE  
COUNTY, ILLINOIS**

By   
Mike Dreith, Mayor  
City of Fairfield, IL

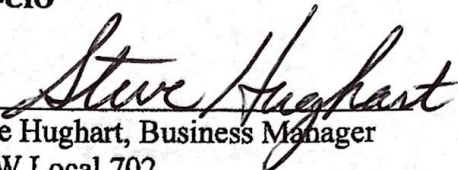
Date: 5/23/22

  
Alderman

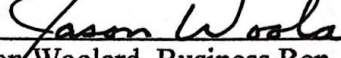
  
Alderman

  
Alderman

**LOCAL UNION NO. 702 OF THE  
INTERNATIONAL BROTHERHOOD  
LOCAL OF ELECTRICAL WORKERS,  
AFL-CIO**

By   
Steve Hughart, Business Manager  
IBEW Local 702

Date: 5/27/22

By   
Jason Woolard, Business Rep.  
IBEW Local 702

Date: 5/27/22

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

**6/14/2022**

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

## **EXHIBIT A**

### **SUBSTANCE ABUSE POLICY**

#### **Section 1. General Policy Regarding Drugs and Alcohol**

The use of illegal drugs and the abuse of alcohol and legal drugs by employees of the City of Fairfield present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, impairs job performance, causes higher rate of absenteeism, and reduces productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City employees who serve them obey the law and be fit and capable of performing their jobs, and for the safety and well-being of other employees and citizens, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees of the City.

The City has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the on duty abuse of prescribed drugs, the use of alcohol; and the on or off duty use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by employees is strictly prohibited. Violation of these policies will result in disciplinary action in accordance with the provisions of this policy.

#### **Section 2. Intent of Policy**

It shall be expressly understood by both the City and the Union that the intent of this policy is to insure the safety of the employees and citizens of Fairfield from the deleterious effects of alcohol and/or drug abuse, and to provide for the rehabilitation of an employee. Sanctions enforced under this policy shall be used as a deterrent to violations of the prohibitions of this policy. The provisions of this policy shall be applied uniformly among employees covered under this contract and shall not be applied discriminatorily or for punitive or personal retribution purposes.

#### **Section 3. Definitions.**

- A. Alcoholic beverage-any beverage that has an alcoholic content above one (1%) percent by weight or volume; e.g., beer, wine, or spirits.
- B. Drug-any substance (other than alcohol) including, but not limited to; a controlled substance, an illegal drug, and a prescription drug capable of altering an individual's mood, perception, pain level, or judgement.
- C. Controlled substance-any drug for which the distribution, sale, or consumption is controlled by law.
- D. Prescription drug-any drug which is prescribed by a duly licensed medical practitioner for the individual consuming it.
- E. Illegal drug-any drug or substance for which the sale, distribution, possession, or consumption without proper authorization, is subject to criminal sanction, or is a controlled substance consumed, sold, possessed, or distributed illegally.
- F. Employee Assistance Program-the Employee Assistance Program (EAP) provided by the City.
- G. Employee-any employee working for salary or wages for the City.

- H. Under the influence of alcohol-having four-hundredths (.04) grams per 100 cubic centimeters or more by weight alcohol in a person's blood shall be a presumption that the person is under the influence of alcohol.
- I. Positive Test Result (Drugs)-shall mean a result on the GC/MS confirmation test where the specimen tested contains drugs or drug metabolite concentrations at or above the concentrations prohibited in Section

#### **Section 4. Pre-employment and Probationary Screening**

All applicants will be required to submit to a Breath Alcohol Test and to submit urine specimens to be screened for the presence of drugs prior to employment. No applicant with a positive result shall be eligible for hire. Any applicant refusing to submit such required testing shall not be considered for employment. Probationary employees will be required to submit blood and urine specimens to be screened for a presence of drugs and/or alcohol during the final thirty (30) days of the probationary period.

#### **Section 5. Conviction of Drug Related Activity on City Property**

The City is required to notify any Federal agency with which the City has a contract, or from whom the City receives a Federal Grant in excess of Twenty-Five Thousand Dollars (\$25,000) within ten (10) days after receiving notice from an employee, or otherwise receiving actual notice, that the employee has been convicted of a drug related activity on City property.

Accordingly, employees are required to report any criminal convictions that are a result of the use or possession of any drug prohibited under this Policy on City property no later than ten (10) days after such conviction.

#### **Section 6. Random Drug and Alcohol Testing**

Random drug testing will be conducted in accordance with the Department of Transportation Rules and Regulations. In addition to those bargaining unit employees already subject to random drug and alcohol testing pursuant to the Rules and Regulations of the U.S. Department of Transportation, the City and the Union agree to expand random drug and alcohol testing to the entire bargaining unit. In exchange for the union's agreement to expand random drug and alcohol testing to the entire bargaining unit, the Mayor agrees to be included in the random testing pool along with bargaining unit employees.

A minimum of 25% of the bargaining unit will be subject to random drug and alcohol testing annually. The City will contract with a third party administrator and a medical review officer to administer its drug and alcohol testing program. The TPA's rules and protocols will be shared with the union and employees before the program begins. Testing will occur throughout the year, and only during the work hours and on the work days of the employees. The TPA will determine the frequency of tests, as well as the dates and times of testing. The TPA will test for the presence of alcohol and those classes of drugs required by the Rules and Regulations of the U.S. Department of Transportation/Federal Motor Carrier Safety Administration at the levels prescribed by these regulations. 49 C.F.R. Parts 40 and 382.

Any employee testing positive for alcohol or drugs pursuant to the definitions in Sections 3. H. and I. above, shall be subject to the remaining provisions of this Substance Abuse Policy, including the penalties for a positive alcohol or drug test as set-forth in Section 8 - Prohibitions.

## **Section 7. Employee Assistance Program**

Any employee who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Voluntary entrance into the Employee Assistance Program can occur by self-referral, by the recommendation of a Leadperson, or the Mayor or his/her designee, or as a requirement of the terms and conditions of this Alcohol and Drug Policy.

When a request is made for assistance through self-referral, or by recommendation, confidentiality will be maintained between the employee seeking assistance, and the Employee Assistance Counselor.

Rehabilitation itself is the responsibility of the employee. For an employee enrolled in a formal treatment program which requires the employee to be off work on scheduled work shifts, the City will grant leave at full pay up to the employee's accumulated sick leave. An employee using up accumulated sick leave will then be allowed to use his/her vacation and accumulated compensatory time.

To be eligible for continuation of employment while on required rehabilitation under this policy, the employee must be continuously enrolled in the City's approved alcohol and drug treatment program and must actively participate in such program.

Upon successful completion of the employee's rehabilitation action plan required under this policy, the employee will be tested and the results of the test must be negative before the employee will be returned to active status. Such return will be without reduction of pay or loss of seniority.

## **Section 8. Prohibitions**

Violations of the following prohibitions will result in disciplinary action in accordance with the provisions of this policy.

- A. The sale, possession, distribution, manufacture, or transfer of any illegal drug when on duty will result in immediate termination.
- B. The illegal sale, possession, distribution, manufacture, or transfer of a controlled substance when on duty will result in immediate termination.
- C. Consuming or being under the influence of alcohol while on duty. First offense will result in a ten (10) working day suspension and referral to the Employee Assistance Program. Second offense will result in immediate termination.
- D. Failure to report to their respective Leadperson any known adverse side effects of medication or prescription drugs which they are taking. First offense will result in a one (1) working day suspension and referral to the Employee Assistance Program. Second offense will result in a five (5) working day suspension and referral to the Employee Assistance Program. Third offense will result in immediate termination.
- E. Testing positive for an illegal drug. First offense will result in a ten (10) working day suspension and referral to the Employee Assistance Program. Second offense will result in immediate termination.
- F. Consumption of a prescription drug that impairs an employee's ability to perform his/her duties by an employee who is not the individual for whom the prescription

drug has been prescribed by a duly licensed medical practitioner. First offense will result in a ten (10) working day suspension and referral to the Employee Assistance Program. Second offense will result in immediate termination.

## **Section 9. Administration of Tests**

- A. Informing Employees Regarding Policy. All present employees shall be supplied a copy of this Substance Abuse Policy, and the City will meet with the employees to explain the Policy in detail. New employees will be given a copy of this Substance Abuse Policy as part of the new employee orientation.
- B. REASONABLE SUSPICION. Where there is reasonable suspicion of drug use or alcohol abuse, a test shall be ordered by the Mayor or his designee, and the employee shall be required to report for testing, as long as the provisions of this policy are adhered to. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:
  - 1. Observance or reports of the Employee's conduct or behavior such as an odor of alcohol, unusually slow or erratic movement or speech patterns, confusion or lack of coordination, or other behavior or personality changes associated with drug or alcohol abuse.
  - 2. Information provided by an identifiable third party which is independently investigated by the Mayor or his designee, or any law enforcement agency, to determine the reliability or validity of the allegation.
  - 3. Accidents/Injuries. When an employee is involved in an on-the-job accident or injury, the employee's Leadperson shall conduct a preliminary investigation promptly, and as part of the investigation shall evaluate the employee's appearance and behavior. Drug or alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the employee caused the accident or injury or where there is reasonable suspicion that an employee's alcohol or drug use may have contributed to the incident.
  - 4. ARREST OR INDICTMENT. When an employee has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty prior to his/her return to work.
- C. STATUS OF EMPLOYEE FOLLOWING ORDER FOR TESTING. When testing is ordered in accordance with the provisions of this policy, the employee will be removed from duty and placed on leave with pay pending the receipt of results of the test(s).
- D. There shall be no across-the-board unscheduled testing of employees.
- E. The City agrees to pay all expenses incurred in testing of the employee.
- F. VOLUNTARY REQUEST FOR ASSISTANCE. Employees are encouraged to voluntarily seek treatment; counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee prior to a directive to test, then there shall be no adverse employment action taken against the employee. When voluntary assistance is requested under this Policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support, and all such requests

shall be treated as confidential pursuant to the City normal procedures in the operation of its Employee Assistance Program.

**Section 10. Testing Procedures.**

Drug and alcohol tests will be conducted in accordance with the Department of Transportation Rules and Regulations.

**Section 11. Savings**

If any provision of this Exhibit is subsequently declared by federal or state legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Exhibit shall remain in full force and effect for the duration of this Agreement. Such invalidated provision(s) shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision. Any disputes not resolved by mutual agreement shall be resolved in accordance with the procedures of Article X.



## Exhibit B

### Health Insurance Plan Addendum

#### Health Insurance Plan Addendum City of Fairfield, Illinois

Service	Current PPO 2015/2016 No Plan Design Changes to PCHS. ELAP Implementation with No Network for Facility.			2016/2017 1/1/2016: FSA Implemented			2017/2018 Co-pay Change and Deductible Change 1/1/2018		
	Tier 1	Network	Out of Network	Tier 1	Network	Out of Network	Tier 1	Network	Out of Network
Preventative	100%			100%			100%		
Calendar Year Deductible									
Individual	\$300			\$300			\$600		
Family	\$900			\$900			\$1,800		
Co-Insurance	90%	80%	60%	90%	80%	60%	90%	80%	60%
Physician Co-pay							\$20	\$25	\$40
Specialist Co-pay							\$40	\$45	\$60
*Emergency Room Co-pay							\$125		
Out-of-Pocket Maximum									
Individual	\$650	\$650	\$1,000	\$650	\$650	\$1,000	\$650	\$650	\$1,000
Family	\$1,950	\$1,950	\$3,000	\$1,950	\$1,950	\$3,000	\$1,950	\$1,950	\$3,000

## Exhibit C

## **Birthday Holiday**

### **Memorandum of Understanding**

This shall confirm the agreement that was reached between the parties during the 2016 Contract negotiations concerning the Birthday Holiday and how it shall apply.

Employees shall be allowed to take their Birthday Holiday on any workday falling within the calendar week of the employee's actual birthday. Additionally, if the employee's birthday falls on a Saturday, then the Birthday Holiday shall be taken off during the preceding work week. If the employee's birthday falls on a Sunday, then the Birthday Holiday shall be taken off during the following work week.