

**AGREEMENT**

**Between**

**CITY OF OLNEY, ILLINOIS**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NUMBER 702**

May 1, 2023 through April 30, 2026



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## AGREEMENT

This Agreement is made and entered into by and between the City of Olney (hereinafter referred to as the "City") and the International Brotherhood of Electrical Workers Local 702 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

### ARTICLE I

#### RECOGNITION AND REPRESENTATION

**Section 1. Recognition.** The City recognizes the Union as the sole and exclusive bargaining representative for all employees in the City of Olney's Sewer Plant, Water Plant, Utility Department, Mechanic's Department, Street Department and Park Department in the classification of Foreman, Chief Operator, Maintenance Man I, Maintenance Man II, Class A Operator, Class B Operator, Class C Operator, Class D Operator, Class I Operator, Class II Operator, Class III Operator, Class IV Operator, Trainee, Part-time/Full-time, and Part-Time; but excluding all other employees of the City of Olney's Sewer Plant, Water Plant, Utility Department, Mechanic's Department, Street Department and Park Department, including the Sewer Plant Supervisor, the Water Plant Supervisor, the Utility Department Supervisor, the Mechanic's Department Supervisor, the Street Department Supervisor, the Park Department Supervisor; all other employees of the City of Olney; all supervisors, managerial employees, professional employees, summer seasonal employees, short-term employees, confidential employees, and all other persons excluded from coverage under the Act.

Employees who are employed to work temporarily for a limited duration of 1,000 hours or less in any calendar year are not members of the bargaining unit or covered by this Agreement.

**Section 2. Union's Duty of Fair Representation.** The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

## ARTICLE II

### UNION RIGHTS

**Section 1. Bulletin Board.** The City will make available space to the Union on a bulletin board at each department for the posting of official Union notices which are germane to its role as the exclusive bargaining representative and which are not political, defamatory, inflammatory or partisan in nature. The Union will limit the posting of Union notices to such bulletin boards. Notices posted in violation of this section shall be removed by the City.

**Section 2. Union Steward.** The City recognizes the right of the Union to select one Chief Union Steward and two additional Union Stewards, and the Union agrees to furnish the City with the name of each steward, his area of representation, and to notify the City promptly of any changes. The Chief Union Steward or an additional Union Steward shall be permitted to investigate grievances which have been submitted in writing during work hours with the permission of the City Manager or his designee.

**Section 3. Dues Checkoff.** During the term of this Agreement the City will deduct from each employee's paycheck once each pay period the uniform, regular Union dues for each employee in the bargaining unit who has filed with the City a lawfully written authorization form.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the City's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the City at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Union fees shall be sent to the following address: I.B.E.W. Local Union No. 702, 106 North Monroe Street, West Frankfort, Illinois 62896.

**Section 4. Indemnification.** The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization, certification or affidavit furnished under any of such provisions.

## ARTICLE III

### LABOR-MANAGEMENT COMMITTEE

The Union and the City agree that, in the interest of efficient management and harmonious employee relations, meetings shall be held, if mutually agreed, between no more than five (5) Union representatives and the City Manager or his designee and, in his discretion, possibly other City

representatives (up to five (5) total) selected by him. No more than four (4) meetings shall be called in a calendar year without the consent of both parties. Such meetings may be requested by either party at least five (5) working days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the specific agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to matters of mutual concern that do not involve negotiations. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Attendance at these meetings shall be on-duty time and shall be considered as time worked for the employees involved.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

**Section 1. Definition.** A "grievance" is defined as a dispute or difference of opinion raised by an employee against the City involving an alleged violation of an express provision of this Agreement.

**Section 2. Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

#### **STEP 1:**

Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor (usually his department head) or his designee, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fifteen (15) business days from the date of the first occurrence of the matter giving rise to the grievance or within fifteen (15) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within five (5) business days after the grievance is presented. The supervisor's written response shall provide a space for the employee or the employee's representative to indicate the desire to appeal the grievance to Step 2 of the grievance procedure. A copy of the written response with the signed appeal notice shall be returned to the supervisor within five (5) business days after receipt of the supervisor's written response.

#### **STEP 2:**

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, the supervisor shall immediately forward the signed appeal notice to the City Manager. The City Manager, or his designee, shall investigate the grievance and, in the course of such investigation, shall, within fifteen (15) days of the date of the signed appeal notice, arrange a meeting with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties in an attempt to resolve the issue. If no settlement of the

grievance is reached, the City Manager, or his designee, shall provide a written answer to the grievant and the Union within fifteen (15) business days following their meeting.

**Section 3. Arbitration.** If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within the earlier of fifteen (15) business days of receipt of the City's written answer as provided to the Union at Step 2 or fifteen (15) business days of when the City's answer in Step 2 was due:

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike a name. The process shall be repeated and the person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 4. Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within

the limitations of this Section 4 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

**Section 5. Time Limit for Filing.** A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays under this Agreement.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 6. Miscellaneous.** No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

All arbitration hearings held under this Article shall occur in the City of Olney, Illinois, unless otherwise mutually agreed between the City and the Union.

## ARTICLE V

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

**Section 1. No Strike.** During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for or against the City or any elected official of the City with respect to wages, hours, and terms and conditions of employment, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 2. No Lockout.** The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**Section 3. Penalty.** Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**Section 4. Judicial Restraint.** Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## ARTICLE VI

### **SENIORITY, LAYOFF, RECALL, AND VACANCIES**

**Section 1. Definition of Seniority.** Seniority shall consist of an employee's length of continuous employment with the City since his last date of hire, less adjustments for layoff or approved non-military leaves of absence without pay in excess of ten (10) calendar days.

**Section 2. Probationary Period.** All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months of work. The probationary period may be extended up to six (6) months by the City Manager or his designee. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for paid sick leave. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

**Section 3. Seniority List.** On or before January 1 each year, the City will provide the Union with a seniority list setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the union's receipt of the list.

**Section 4. Layoffs.** The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off as follows:

- a) All probationary employees will be laid off first or terminated unless the City can demonstrate that the probationary employee(s) subject to layoff possess necessary qualifications or abilities to do the work which no non-probationary employee possesses without significant further training.
- b) If further reductions are necessary and skill, ability, and performance record are equal between two (2) affected employees, then the less senior employee will be subject to layoff.

Employees laid off by the City shall be placed on a recall list for a maximum period of eighteen (18) months following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying job classification in the bargaining unit. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The City shall not hire new employees in bargaining unit positions



from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the City with an address to which a recall notice can be sent. Any employee who declines a recall under this Section or who fails to notify the City of his intent to return to work within seven (7) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights.

**Section 5. Effects of Layoff.** Any employee who is laid off as a result of the City's decision to implement a layoff shall, in addition to the recall rights set forth above:

- a) Be paid for any earned but unused vacation days.
- b) To the extent applicable, to be permitted to remain in City's group insurance program at the employee's cost for a period of time not to exceed eighteen (18) months from the effective date of layoff by paying in advance each month the full applicable monthly premium.
- c) If recalled, be returned the accrued but unused and unsold sick leave he had upon his layoff.

**Section 6. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- a) retires or is retired;
- d) falsifies the reason for a leave of absence;
- e) falsified his employment application;
- f) fails to report for work within forty-eight (48) hours after the conclusion of an authorized leave of absence;
- g) is laid off and fails to notify the City of his intent to return to work within seven (7) calendar days after the City mailed his notice of recall;
- h) is laid off for a period in excess of eighteen months;
- i) does not perform work for the City (except for military service) for a period in excess of eighteen months, unless the employee remains on an approved unpaid leave of absence;  
or

- j) is absent for one (1) working day without authorization, unless the absence and failure to report are due to circumstances beyond the employee's control.

**Section 7. Filling of Vacancies.** If there is a vacancy in a classification covered by this Agreement and there are no eligible employees on the recall list, the vacancy shall be dated and posted for ten (10) work days. During this period, employees who wish to apply for this vacant job may submit an application in writing to the City Manager. Nothing contained herein shall limit the right of the City to advertise the position outside the bargaining unit at the same time it is posted, or to temporarily fill the vacancy.

Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills and ability to perform the work in question, as determined by the City. If qualifications, experience, knowledge, skills and ability to perform the work in question are equal between two (2) affected employees, then the most senior employee will fill the vacancy. If qualifications, experience, knowledge, skills and ability to perform the work in question are equal between an employee and another applicant, then the employee will fill the vacancy.

An employee must work in the department for which the employee was initially hired for a minimum of one (1) year before a request to transfer to another department may be submitted. If an employee is transferred to another department, the employee must work in the department to which he was transferred for a minimum of one (1) year before a request to transfer to another department may be made.

## ARTICLE VII

### **HOURS OF WORK AND OVERTIME**

**Section 1. Application of Article.** This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of a minimum number hours of work per day, per week, or per work cycle.

**Section 2. Work Cycle.** Pursuant to the federal Fair Labor Standards Act, the work cycle for employees covered by this Agreement shall be seven (7) days (Saturday through Friday).

**Section 3. Normal Workday.** The normal workday for full-time employees in the Mechanic's and Park Departments shall be eight and one-half (8-1/2) hours, which includes a 30-minute unpaid lunch period and two fifteen (15) minute paid breaks. The normal workday for full-time employees in the Utility and Street Departments shall be eight hours, which includes a 30-minute paid lunch period, with no breaks taken throughout the day. The normal workday for full-time employees in the Sewer and Water Plants shall be eight hours, which includes a 30-minute paid lunch period and two fifteen (15) minute paid breaks. The workday for part time/full time and part-time employees shall be set by the City.

**Section 4. Overtime Pay.** An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay and shift differential, when applicable, for all hours worked in excess

of the employee's normal workday or in excess of forty (40) hours in the employee's regular seven (7) day work cycle (Saturday through Friday).

Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For purposes of this Article, time worked shall not include any uncompensated periods nor shall it include any paid leaves of absence, including but not limited to holiday pay for a holiday. Time worked shall include vacation, personal leave, jury leave, sick leave, and funeral leave. In addition, time worked shall include eight hours for a holiday when the holiday falls on an employee's scheduled work day; provided, however, if the employee is required to work on the holiday, time worked shall be eight hours or the actual hours worked, whichever is greater.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved by his immediate non-bargaining unit supervisor or his designee.

**Section 5. Meal Period and Breaks.** Employees taking unpaid meal periods shall take such travel time to return to the departmental office at the beginning of the meal period as shall be necessary, not to exceed ten (10) minutes, and after lunch shall return directly and immediately to the assigned job. Employees receiving paid meal periods must remain at their worksite unless otherwise instructed by their immediate non-bargaining unit supervisor. When appropriate, the meal period shall be scheduled at the middle of the employee's workday. All breaks shall be taken at the employee's worksite. Breaks may be scattered amongst employees so that all work in a department does not cease.

The City shall provide to employees who work overtime breaks and meal periods on the same basis as above. If an employee is called in to work and as a result misses a meal, the City shall provide the meal at an appropriate time. If an employee is required to work more than two (2) hours beyond the end of his normal workday, the City shall provide a meal at an appropriate time.

**Section 6. Changes in Normal Workday or Normal Work Cycle.** Should it be necessary in the City's judgment to establish schedules departing from the normal workday or the work cycle, or to change the shift schedule of an employee or employees, the City will give, if practicable, at least 48 hours advance notice of such change to all employees affected by such change. The City agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to any changes in the normal workday or normal work cycle, though such consultation shall not be used to delay the changes and the changes are in the sole discretion of the City. This Section shall apply only to full-time employees.

**Section 7. Call-In Pay.** An employee called in to work before or after his scheduled hours (i.e., hours which do not immediately precede or follow an employee's scheduled working hours) shall receive pay at the overtime rate set forth in Section 4 of this Article but not less than a minimum of two (2) hours for work of one (1) hour or less and not less than a minimum of three (3) hours for work of more than one hour.

**Section 8. No Pyramiding.** Compensation shall not be paid more than once for the same hours under this Agreement. There shall be no pyramiding of overtime and premium compensation rates.

**Section 9. Rest Time.** Employees who have worked sixteen (16) or more hours, eight (8) or more of which were overtime hours, in any twenty-four (24) hour period immediately prior to their next regular scheduled starting time, shall be entitled to eight (8) hours off duty, before returning to work without loss of time on their next regular schedule.

**Section 10. Double Time on Sunday.** An employee shall be paid double (2) times his regular straight-time hourly rate of pay when an employee is called in to work on Sunday. Scheduled overtime, such as the semi-annual hydrant flushing or park restroom maintenance, shall not apply to this section.

## ARTICLE VIII

### LEAVES OF ABSENCE

**Section 1. Sick Leave.** Each full time employee shall be eligible to earn sick leave at the rate of one (1) work day for any month in which the employee is compensated for more than one hundred twenty (120) "hours of work" and is on the active payroll. For purposes of this Section only, actual work, vacations, personal leave, funeral leave, jury leave, military reserve leave, sick leave, and holidays shall be considered "hours of work"; no other paid or unpaid absence from duty shall be counted as "hours of work." Sick leave cannot be taken before it is actually earned.

Employees may accumulate unused sick leave up to a maximum of one hundred (100) work days.

The restriction on the accumulation of sick leave shall not limit the right of the employee to use sick leave during the month in which it is earned. An employee eligible for sick leave with pay may use such leave upon the approval of his immediate non-bargaining unit supervisor for absences due to the employee's own sickness or disability or an illness, injury, or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, which requires the employee's personal attention and care.

To be eligible for sick leave benefits under this Section, an employee must notify his immediate non-bargaining unit supervisor or his designee at least one (1) hour before the start of the employee's work shift on the first day of absence and every day thereafter (unless this requirement is waived by the immediate non-bargaining unit supervisor). An employee may contact his immediate non-bargaining unit supervisor or his designee by telephone or text. However, if by text, the employee must receive confirmation from his supervisor or designee that the text was received.

As a condition of eligibility for paid sick leave under this Section, the City may require, at its discretion, any employee to submit a physician's certification of illness rendering the employee unable to work, and such verification will normally be required for sick leave of three (3) consecutive workdays or when the employee (i) has had repeated illnesses of shorter periods, (ii) calls in sick on the day of, before or after a holiday, vacation day, or day off, or (iii) in such other circumstances as may be deemed appropriate by the City. The City may also require a physician's verification that the employee is well enough to return to work.

Abuse of sick leave is a serious matter and constitutes cause for disciplinary action. Any or all employees who abuse any of the sick leave benefits or violate any of the provisions described in this

Section shall be subject to discipline up to and including termination of employment, and will be required to reimburse the City in an amount not less than that fraudulently submitted.

Except as otherwise provided in this Section, upon termination of employment for any reason, an employee shall not be entitled to any compensation for unused accumulated sick leave benefits.

**Section 2. Annual Buy-Back of Unused Sick Leave.** An employee may exercise the right to be compensated for unused sick leave earned during a calendar year according to the terms of this Section by submitting a written request to the City Manager by January 31 of the following year. If an employee has nine (9) or more sick leave days remaining from the sick leave earned in the calendar year, the Employer will, upon written request, compensate the employee for one-half ( $\frac{1}{2}$ ) of the remaining sick leave at the employee's regular hourly rate, provided, however, if an employee has twelve (12) sick leave days remaining from the sick leave earned in the calendar year and had at least sixty (60) accumulated sick leave days at the beginning of the calendar year, the Employer will, upon written request, compensate the employee for two-thirds ( $\frac{2}{3}$ ) of the twelve (12) sick leave days at the employee's regular hourly rate. If an employee has at least six (6), but less than nine (9), sick leave days remaining from the sick leave earned during the calendar year, the Employer will, upon written request, compensate the employee for one-third ( $\frac{1}{3}$ ) of the remaining sick leave at the employee's regular hourly rate. The Employer will not compensate an employee who has less than six (6) sick leave days remaining at the end of the calendar year. An employee who elects to be paid for unused sick leave at the end of the calendar year shall not be entitled to accumulate any sick leave earned during the calendar year.

For purposes of this Section, any sick leave taken during a calendar year shall first be applied to the twelve (12) sick leave days earned during the calendar year prior to any accumulated sick leave.

For purposes of this Section, an employee shall not be allowed to change a sick day taken during the calendar year to a vacation or personal day for buy-back purposes.

**Section 3. On-the-Job Injury.** Any employee injured while on the job who receives compensation from the City's worker's compensation insurance carrier for employee's absence from work, may choose either of the two options while off work:

**Option A.**

1. Receive check from worker's compensation carrier.
2. If expected to be off work in excess of 30 days, file Member's Application for Disability Benefits through the Illinois Municipal Retirement Fund (IMRF).

**Note:** The purpose of filing this application is to keep the employee's service active through IMRF to earn service credit.

3. Receive no pay from the City of Olney.

**Option B.**

1. Receive check from worker's compensation carrier.
2. Receive any available pay from the City of Olney in addition to payments from the worker's compensation carrier (maximum of 26 hours may be paid in two week period – employee may use accumulated vacation, sick, or personal days). Employee may elect to receive pay from the City to assist in paying employee's share of health insurance premium, etc.

**Note:** If employee chooses to receive pay from the City in addition to receiving worker's compensation benefits, IMRF (4.5%) must be paid based on the total benefits received from

worker's compensation and the City's compensation. The total amount will be withheld from compensation paid to the employee by the City. IMRF is withheld from all earnings to accurately reflect earnings on IMRF records.

**Section 4. Personal Leave.** Employees covered by this Agreement shall be eligible to take three (3) days off as personal leave during each calendar year this Agreement is in effect. When such a day is utilized by the employee, he or she shall be entitled to eight (8) hours pay at his or her regular straight time hourly rate. Requests to utilize paid time off under this section shall be submitted to the employee's immediate non-bargaining unit supervisor or his designee in advance for his approval. Any unused personal leave may not be carried over from one calendar year to another.

**Section 5. Funeral Leave.** Full-time employees covered by this Agreement may be granted up to three (3) working days leave of absence without loss of pay as a result of a death in his immediate family. Such leave will not be charged to any of the employee's accumulated days of sick leave. For the purpose of this section, the immediate family shall be interpreted as the employee's parents, step-parents or grandparents, spouse's parents, step-parents or grandparents, brother or sister of the employee, brother or sister of the spouse, spouse of the employee and children or step-children of the employee. One workday will be granted for purposes of attending the funeral services of aunts, uncles, nieces, and nephews. Other relatives may be included on a case by case basis with approval of the employee's supervisor.

Additional leave beyond the above prescribed amounts may, upon approval of the immediate non-bargaining unit supervisor or the City Manager, be taken if charged to the employee's accrued sick leave, personal leave, or vacation leave, if any. Accrued vacation leave may be used, upon the approval of the immediate non-bargaining unit supervisor or the City Manager, to attend funerals of other individuals.

To be eligible for time off under this section, proof of death and relationship to the deceased may be required by the City.

**Section 6. Jury Leave.** Any employee who is required to serve on a jury or be in attendance in court or before a legislative or administrative body in connection with his official duties shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared or served as a juror. The employee shall remit any witness fees or jury service fees to the City in order to receive pay for such jury leave. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses. The employee must report back to his assigned job for the City during normal working hours, if not on active duty as a juror or witness, unless excused by his immediate non-bargaining unit supervisor or his designee.

**Section 7. Leave for Military Reserve Duty.** Employees who are members of the Military Reserve (or National Guard unit) will be granted paid leave of absence not to exceed ten (10) work days per calendar year for active military service and shall be reinstated without loss of seniority or other benefits, provided an employee returns to City service immediately after release from active duty.

Compensation shall be limited to the difference between the amount received by the employee for military service and the employee's base salary.

**Section 8. Family Medical Leave Act.** The parties agree that the City may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

**Section 9. Paternity and Maternity Leave.** Employees covered by this Agreement shall be eligible to take up to two weeks (10 working days) off as paternity or maternity leave upon the birth or adoption of his/her child. When such leave is utilized by the employee, he or she shall be entitled to eight (8) hours pay per day at his or her regular straight time hourly rate. Such leave shall not count toward any other paid leave from the City. Notification of intent to utilize paid time off under this section shall be submitted to the employee's immediate non-bargaining unit supervisor or his designee in advance for approval.

**Section 10. Miscellaneous Leave.** In addition to leaves authorized above, a department head may authorize an employee to be absent without pay for personal reasons for a period not to exceed five (5) working days in any calendar year.

**Section 11. Unauthorized Absence.** Any unauthorized absence from work during assigned work hours shall be grounds for disciplinary action. An absence of one (1) or more consecutive days without notification by an employee to his or her immediate non-bargaining unit supervisor (unless the absence and failure to report are due to circumstances beyond the employee's control) shall be considered an abandonment of position and shall result in the automatic termination of the employment relationship.

## ARTICLE IX

### **HOLIDAYS AND VACATIONS**

#### **Section 1. Holiday Compensation.**

a) The following shall be paid holidays for all eligible employees:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

b) Except for employees at the Water Plant and Sewer Plant, when a holiday(s) listed above falls on the day(s) listed below in the left-hand column, the legal holiday(s) shall be observed on the day(s) in the right-hand column:

Saturday .....	Friday
Sunday .....	Monday
Saturday and Sunday .	Friday and Monday
Friday and Saturday...	Friday and Monday
Sunday and Monday ..	Friday and Monday

Employees at the Water Plant and Sewer Plant shall observe each holiday listed above on the actual holiday rather than any other day which may be observed by other City employees.

c) In order to be eligible for holiday pay, employees must be in a paid status their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, in addition to the full holiday when assigned or called in to work the holiday.

d) All employees covered by this Agreement shall receive holiday pay (8 hours maximum) for the holidays listed above computed at their respective regular straight-time hourly rates for the number of hours for which each employee is normally and regularly scheduled to work on a regular workday. Employees who work at the Water Plant or Sewer Plant shall receive holiday pay for the specific holiday listed in paragraph a) above.

e) In addition to the compensation provided in d) above, any employee covered by this Agreement who does work on a holiday in a) above shall be paid one and one-half (1 ½) times his/her regular straight-time hourly rate of pay for all hours worked.

f) In addition to the compensation provided in d) above, any employee covered by this Agreement who is called in to work on Thanksgiving Day, Christmas Eve, Christmas Day, or New Year's Day shall be paid double (2) times his/her regular straight-time hourly rate of pay for all hours worked. This paragraph does not apply to scheduled overtime hours on the holiday. For clarification purposes, this paragraph applies to the actual holiday rather than any other day which may be observed by other City employees.

**Section 2. Amount of Vacation.** All newly hired full-time employees covered by this Agreement shall be entitled to five (5) days of paid vacation upon hire. Full-time employees shall be entitled to five (5) days of paid vacation upon their completion of one (1) year of continuous employment by the City, ten (10) days of paid vacation upon their completion of two (2) years of continuous employment by the City, fifteen (15) days of paid vacation upon their completion of five (5) years of continuous employment by the City, twenty (20) days of paid vacation upon their completion of thirteen (13) years of continuous employment by the City, and twenty-five (25) days of paid vacation upon their completion of twenty (20) years of continuous employment by the City.

**Section 3. Vacation Pay.** Vacation pay shall be at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation.



**Section 4. Vacation Accrual and Accumulation.** Vacation time is earned on an employee's anniversary date and should be taken by the employee during the following twelve month period. Except as otherwise provided, unused vacation may not thereafter be accumulated from one twelve month period to another unless approved by the employee's immediate non-bargaining unit supervisor and the City Manager in writing. An employee may carryover a maximum of five (5) days to the following year. The immediate non-bargaining supervisor shall approve a carryover of up to ten (10) days if an employee's previously approved scheduled vacation is subsequently canceled by the City. Absent the five-day election by the employee or approval by the immediate non-bargaining unit supervisor and the City Manager, unused accrued vacation time may not accumulate and is not otherwise compensable.

When an employee's service with the City is terminated, he shall receive compensation for unused vacation leave which he has accumulated. When such termination is by voluntary resignation of the employee, he shall give his immediate supervisor at least two weeks' notice in writing.

**Section 5. Vacation Scheduling.** Each non-bargaining unit supervisor shall keep records of vacation leave allowance and shall schedule vacation leaves in accordance with operating requirements and, insofar as possible, with the requests of the employee. It is expressly agreed that the final right to schedule, designate, approve and cancel vacation periods and determine the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the City in order to ensure the orderly performance of the services provided by the City.

In order to assure the orderly performance and continuity of those municipal services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but not less than one (1) day in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want them, employees should, as set forth below, actually request their vacations as many months in advance as possible.

Requests for vacation which are submitted during the month of December immediately preceding the calendar year will be processed giving preference to the employees based on their seniority with the City.

Requests for vacation which are submitted during the actual calendar year will be processed giving preference to the order in which the vacation requests are received, with those received first having first priority. In the event requests are received at the same time for the same vacation period, seniority with the City shall be the determining factor.

Employees may, at their request, cancel vacation plans and have the vacation period rescheduled during the calendar year (or the subsequent calendar year if the vacation time can be carried over pursuant to Section 4 above) in accordance with the scheduling procedures set forth in this Section.

**Section 6. Donation of Vacation Leave or Personal Days.** Bargaining unit employees may voluntarily donate accrued vacation leave or personal days to a designated employee, in one day increments up to a maximum of five days, whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time and when the employee has exhausted all accrued types of leave. Extraordinary circumstances shall be defined as a life threatening or an

incapacitating illness or injury to the employee or the employee's immediate family member. The donation of accrued vacation leave or personal days is subject to approval by the bargaining unit employee's supervisor.

## **ARTICLE X**

### **WAGES**

#### **Section 1. Wage Rates.**

A. A maintenance employee with satisfactory experience as an equipment operator may be started at any rate not to exceed two (2) times the minimum wage in effect in the State of Illinois.

B. Maintenance employees must have a Commercial Driver's License (CDL) with air brakes and tanker endorsements.

C. Employees at the Water Plant and Sewer Plant hired after May 1, 2023, shall receive an additional \$1.00 per hour for receipt of Class D or Class IV certification, an additional \$1.00 per hour for receipt of Class C or Class III certification, an additional \$0.75 per hour for receipt of Class B or Class II certification, and an additional \$0.75 per hour for receipt of Class A or Class I certification. The certificate increases are not included in employee's base wages until May 1 following the 5th year of employment. Current employees in the Water Plant and Sewer Plant that receive any additional certification shall receive the additional rates as set forth in the parties' 2020 – 2023 collective bargaining agreement. Employees in the Utility Department shall receive an additional \$1.50 per hour for receipt of Class D certification.

D. Employees at the Sewer Plant must have a Commercial Driver's License (CDL) with air brakes and tanker endorsements.

E. The base hourly rate of all full time employees of the City of Olney shall be as indicated on Exhibit 1 attached. The minimum hourly rate for all full time employees of the City of Olney will be \$19.00 per hour. For purposes of this Agreement only, the Union and the City have agreed to the following wage increases, retroactive to May 1, 2023: Trainees: 5/1/2023 (Bump + \$1.25); 5/1/2024 (4.75%); 5/1/2025 (4.5%); Non-trainees: 5/1/2023 (4% + \$1.00 per hour); 5/1/2024 (4.75%); 5/1/2025 (4.5%). These wage increases are indicated on Exhibit 1.

F. The wage rates for employees in the Foreman and Chief Operator job classifications shall be determined by adding seventy-five cents (\$.75) to the employee's base wage rate as set forth in Section E above if the employee has less than one year in the rank of foreman and chief operator. The wage rates for employees in the Foreman and Chief Operator job classifications shall be determined by adding \$1.00 to the employee's base wage rate as set forth in Section E above if the employee has more than one year in the rank of foreman and chief operator.

H. The wage rates for Part-time/Full-time employees shall be eighty-five percent (85%) of the applicable wage as set forth in Sections E.

I. If an employee with certification is transferred to a department for which the certification is not relevant, the employee's hourly rate shall be reduced by the amount of the most recent certification obtained as outlined in Paragraph C.

J. Employees in the Mechanics Department shall receive an additional \$.30 per hour upon receipt of auto or truck ASE certification, with the certifications capped at nine (9) maximum which would achieve "Master" status.

**Section 2. Shift Differential.** If an employee is permanently assigned to work a shift at the Water Plant or the Sewer Plant for which all or a majority of the hours fall between 4:00 p.m. and 12:00 midnight, or between 12 midnight and 8:00 a.m., then such employee shall be paid a shift differential of fifty cents (\$.50) per hour for all hours worked. If an employee is permanently assigned to work a shift at the Water Plant or the Sewer Plant for which all or a majority of the hours do not fall within any specific shift, then such employee shall be paid a shift differential of fifty cents (\$.50) per hour for all hours worked. If an employee is permanently assigned to work a shift at the Water Plant or Sewer Plant for which a majority of the hours fall between 8 a.m. and 4 p.m., but at least 16 hours fall within the evening or midnight shifts, then such employee shall be paid a shift differential of fifty cents (\$.50) per hour for all hours worked. If an employee is permanently assigned to work a shift for which a majority of the hours fall between 8 a.m. and 4 p.m., but is assigned to work a shift outside the normal day shift, then such employee shall be paid shift differential of fifty cents (\$.50) for those hours worked outside the normal day shift.

**Section 3. Salary Increase for Employees Eligible to Retire.** Any employee in the bargaining unit that is eligible to retire with at least twenty-five (25) years of service with the City of Olney as of the date of retirement and meets all other requirements for a pension under the Illinois Municipal Retirement Fund shall receive a two percent (2%) wage increase added to the base pay for the employee as set forth in the attached Exhibit 1 for not more than forty-eight (48) months prior to retirement. In order to be eligible for the two percent (2%) wage increase, the employee must submit an irrevocable letter of retirement setting the date of retirement. The letter may not be submitted prior to forty-eight (48) months before the date of retirement. The date of retirement may be changed as long as the new date of retirement is prior to the originally scheduled retirement date.

## **ARTICLE XI**

### **INSURANCE**

**Section 1. Health Insurance Plan.** The hospitalization and medical insurance coverage as of the effective date of this Agreement shall be the Blue Cross Blue Shield of Illinois plans described as Plan #MPEQ1Z07, Plan #MIEEEE206, and Plan #MIEEEE208, descriptions of which are attached as Exhibit 2, and a Healthcare Medical Reimbursement Account, a description of which is attached as Exhibit 3 in order to provide assistance to the employees in paying the deductible; and shall be continued during the term of this Agreement, provided, however, the City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), so long as a majority of all City of Olney employees elect to make such change in insurance coverage.

The City will pay ninety-five percent (95%) of the cost of an individual employee's insurance coverage. The City will pay sixty-two and one-half percent (62.5%) of the premium for Employee plus Spouse, Employee plus Children, or Family coverage of the Plan described above. The amount of employee premium contributions required under this Section will be deducted from the employee's regular paycheck. If an employee, for any reason, does not have sufficient funds in his regular paycheck for the deduction of the employee premium contribution, the employee shall be responsible for the remaining cost. Failure to pay any outstanding employee premium contribution when due shall result in the termination of coverage.

**Section 2. Death Benefit.** During the term of this Agreement, the City will provide a death benefit to the beneficiary or estate of any employee covered by the Agreement who dies during the term of this Agreement in the total amount of Ten Thousand Dollars (\$10,000.00). The City reserves the right to provide such benefit through a term life insurance policy so long as the Ten Thousand Dollar (\$10,000,00) amount is maintained as the coverage level.

**Section 3. Cost Containment.** The City reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 4. Terms of Policies to Govern.** The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the City Manager and the City Manager, in turn, shall make appropriate inquiry and shall advise the employee of the status of the matter.

**Section 5. Right to Maintain Coverage While on Unpaid Leave or on Layoff.** An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

When a bargaining unit member is injured and receives worker's compensation benefits, the City will continue to pay the employer's share of health insurance premiums for up to twelve (12) months from the date of injury. When a bargaining unit employee is on Family Medical Leave, the City will continue to pay the employer's share of health insurance premiums for up to three (3) months from the date the leave began.

The bargaining unit employee will continue to pay his share of the health insurance premium as provided above. The bargaining unit employee's share will be due on or before the first of the month for which coverage is provided (i.e., insurance coverage for May will be due by May 1<sup>st</sup>). Payment shall be made to the City of Olney. If the bargaining unit employee fails to pay his share of the health

insurance premium by the 15th day of the month for which coverage is provided, the insurance will be canceled.

If any bargaining unit employee continues to receive worker's compensation benefits after the twelve (12) month period, the employee may elect to keep the health insurance coverage, but the bargaining unit employee shall be required to pay all of the premium.

**Section 6. Coverage for Working Spouses.** If the spouse of an employee in the bargaining unit is employed and the spouse's employer offers employee medical coverage to the spouse, either as a new employee or during open enrollment, the spouse will no longer be eligible for coverage under the City sponsored health insurance plan. A Spousal Coverage Provision Questionnaire will be required to be completed if a spouse will be covered under the City's health insurance plan. Spousal Coverage Provision Questionnaires will be required to be completed by April 30<sup>th</sup> of each plan year by the employee who maintains spousal coverage under the City's health insurance plan.

If an employee desires to keep his/her spouse on the City's health insurance plan in lieu of the spouse's eligibility for coverage under the spouse's employer, the employee will be responsible for paying the difference in premium between what the City of Olney pays for employee only coverage and employee plus spouse coverage.

## **ARTICLE XII**

### **MANAGEMENT RIGHTS**

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all respects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the City; to plan, direct, control and determine all the operations and services of the City; to determine the places, means, methods and number of personnel needed to carry out the City's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards and establish awards and sanctions for various levels of performance; to assign overtime; to schedule vacations; to determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to utilize volunteers; to make, eliminate, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees for cause; to change or eliminate existing methods, equipment or facilities; and to layoff employees.

The exercise of the foregoing rights and powers by the City, and the adoption, alteration or elimination of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

## ARTICLE XIII

### UNIFORMS AND EQUIPMENT

**Section 1. Protective Clothing and Devices.** If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the City. The cost of repairing and maintaining (excluding laundering and dry cleaning) the protective clothing and protective devices in proper working condition shall be paid by the City. For the purpose of this Section, protective clothing and protective device shall mean those items which are required, as determined by the City, to protect employees from existing or potential safety hazards. Employees in each department, with approval from the City Manager, may provide input on style, color, and number of safety items issued

**Section 2. Work Clothing.** The City shall provide all full-time and part-time/full-time employees in the following departments with clean and presentable work clothing: Park Department, Street Department, Mechanic Department, Water Plant, Utility Department, and Sewer Plant. All employees shall be responsible for laundering and cleaning. Employees in each department shall be provided with pants and shirts of the same color and style; however, departments may vary both in color and style. Employees in each department, with approval from the City Manager, may provide input on style, color, and number of uniform items issued, including, but not limited to, t-shirts, sweatshirts, and heavy winter coats. Shorts shall be deemed appropriate dress in the summer when conforming to the color and style and meet all safety regulations as designated by the supervisor in the Department. Each shirt shall have the name of the City, Department, and employee permanently affixed on the front of the shirt. Outer wear clothing for the winter shall be provided by the City and shall be worn with patches on the sleeves.

**Section 3. Wearing of Work Clothing.** All employees who are provided with work clothing, as set forth above, are required to wear the work clothing and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City. Employees shall not wear any work clothing provided by the City at any time other than during work hours and when going to and from work, including incidental stops such as grocery stores, banks, and service stations.

**Section 4. Return of Uniforms and Clothing.** All items as provided above, including protective clothing and protective devices, remain the property of the City and are only to be used in accordance with the Departmental work rules. Upon separation, all items, other than those worn out through normal use, must be returned (or paid for) by the employee before his or her final paycheck will be issued.

## ARTICLE XIV

### MISCELLANEOUS

**Section 1. Gender of Words.** The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

**Section 2. Fitness Examinations.** If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have a physical examination by a qualified and licensed physician and/or psychologist selected by the City.

**Section 3. Precedence of Agreement.** If there is any conflict between the specific provisions of this Agreement and the specific provisions of any City ordinance which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

**Section 4. Ratification and Amendment.** This Agreement shall become effective when ratified by the Union and the City Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 5. Volunteer Firemen.** Any city employee who is a volunteer paid-on-call firefighter for the City shall be paid his/her normal rate of pay if he/she is called to respond to a fire call while on duty with the City. No employee will be eligible for overtime payment if the call extends beyond the employee's normal quitting time or the employee is called to respond outside of his/her normal time to work. Compensation for fire calls outside the employee's normal work hours shall be paid at the volunteer firemen's rate of pay.

**Section 6. Drug and Alcohol Testing.** All bargaining unit employees holding a Commercial Driver's License shall be subject to drug and alcohol testing consistent with the Department of Transportation rules governing drug and alcohol testing and implementing the Omnibus Transportation Employee Testing Act of 1991. The City may take all steps necessary, including adoption of the Drug and Alcohol Abuse Policy used by the Illinois Municipal League Drug/Alcohol Compliance Testing Program, to comply with the drug and alcohol testing provisions of the Omnibus Transportation Employee Testing Act of 1991.

All other bargaining unit employees shall not be subject to random drug and alcohol testing, but shall be subject to all other provisions of the Drug and Alcohol Abuse Policy, including reasonable cause, post accident and follow up testing.

All bargaining unit members shall be subject to the Drug-Free Workplace Ordinance adopted by the City pursuant to Federal law.

In addition to the provision of the Drug and Alcohol Abuse Policy mentioned above, an employee whose drug test is positive or whose alcohol test is 0.04 alcohol concentration or greater shall be removed from duty and will sign a Memorandum of Agreement (see Exhibit 4 attached to this Agreement) and receive rehabilitation from an Employee Assistance Program. Each employee should consult his or her own insurance carrier to determine the appropriate chemical or alcohol dependency facility. Mandated participation in the EAP will be at the employee's expense.

Mandatory participation in rehabilitation through the EAP will not waive disciplinary action where warranted for violations of rules and regulations.

Nothing in this Section shall be construed to prevent an employee from requesting treatment in lieu of discipline.

**Section 7. Outside Employment.** Any employee who engages in employment elsewhere (including self-employment) which creates a conflict of interest or interferes with his ability to perform assigned duties may be ordered to cease such outside employment by the City. Employees violating such an order may be subject to disciplinary action, including termination, by the City. The employee will be informed, in writing, of the specific reasons for being ordered to cease the outside employment.

**Section 8. Legislated Benefit Offset.** During the term of this Agreement, if the Illinois General Assembly enacts new legislation benefitting employees covered by this Agreement, and the effect of such new legislation is to increase costs to the City, one-half (½) of such increased costs shall be charged against the total compensation package of the employees covered by this Agreement at the time they are incurred by the City. The City may deduct from wages paid to employees covered by this Agreement the amount of one half (½) of such increased costs. This Section shall not apply to changes in benefits which are currently provided for in laws contained in the Illinois Revised Statutes, as those statutes exist on January 1, 1997 (e.g., this Section shall not apply to changes in state legislation concerning pensions or workers' compensation benefits). This Section shall apply to the cost of other benefits which may become the subject of Illinois legislation, including but not limited to, mandatory insurance benefits, sick leave, additional holidays, other paid leaves, uniform or clothing allowances, and educational incentive compensation.

**Section 9. Americans with Disabilities Act.** The parties agree that the City has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

**Section 10. No Smoking.** Smoking shall not be allowed in City-owned vehicles, in all City-owned buildings, or within fifteen feet (15') of any entrance, exit, window that opens or ventilation intake.

**Section 11. Light Duty.** The City may require an employee who is on a paid or unpaid sick leave of absence, or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the City's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within four (4) months. The terms and conditions of the light duty assignment, excluding wages, shall be determined exclusively by the City Manager or his designee. It is agreed that a light duty assignment need not necessarily be confined to the bargaining unit departments. Generally, a light duty assignment under this section shall not exceed one hundred twenty (120) days. The employee assigned to light duty under this Section will be expected to work forty (40) hours per week. The City reserves the right to terminate any light duty assignment at an earlier time if the City's physician determines that an employee is capable of returning to his or her normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within one hundred twenty (120) days, the City retains the right to terminate the employee's light duty assignment.



Nothing herein shall be construed to require the City to create a light duty assignment for an employee. Employees will only be assigned light duty assignments when the City determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the Illinois Municipal Retirement Fund in dealing with an employee on a disability pension.

**Section 12. Residency.** All employees employed by the City are required as a condition of their continued employment with the City to have their place of abode within Richland County within six (6) months after completion of their probationary period and thereafter for the life of their employment with the City.

**Section 13. Telephone.** All employees shall be required, as a condition of continued employment beyond the probationary period to obtain and maintain an operating telephone or cell phone in their place of residence.

**Section 14. Commercial Driver's License.** All employees (excluding Water Plant employees) are required, as a condition of employment, to obtain a Commercial Driver's License (CDL) and the appropriate endorsements (air brakes and tanker) within eight (8) weeks of beginning employment (or within eight weeks of the signing of this Agreement for existing employees) and to maintain the CDL and the appropriate required endorsements. The City Manager will grant extensions of time to the 8-week requirement to obtain a CDL, as circumstances require. Failure to inform the City of a suspended or revoked license, or to obtain or maintain a CDL or the appropriate required endorsements shall result in discipline, up to and including discharge. The City shall reimburse to the employee the cost of obtaining and maintaining the CDL and required endorsements less the cost of obtaining a standard Class D driver's license. For new hires only, any employee who leaves employment with the City, for any reason, within 3 years, will reimburse the City for a pro-rata portion of the City's cost of the CDL certification (for example: an employee who leaves employment after 1 year, will reimburse the City for 2/3 of the cost of the CDL certification). The City will provide proof of cost of the CDL certification.

**Section 15. Employee Development & Training.** The City recognizes the need for the training and development of employees in order to provide services efficiently and effectively. In recognition of such need, the City will provide employees with orientation as to procedures, forms, methods, techniques, materials, and equipment normally used in the employees' work assignments and deemed necessary by the City for the performance of such work assignments. The City will pay the cost of any employee training or schooling if required by the City, State, or Federal Governments, including any necessary and reasonable incidental expenses. In accordance with the FLSA, employees will be compensated at their applicable rate of pay for any required and approved training or schooling.

**Section 16. Testing & Licensing.** Time away from work to test for or to obtain proper licensing or certification as required shall be considered as paid time for the employee for up to two (2) sewer or water certification exams taken in a calendar year. All incidental expenses (excluding certification exam and renewal fees) associated with the above-mentioned testing, licensing, or certification shall be the responsibility of the employee. The City will provide a City-owned vehicle for travel to the testing site for up to two (2) sewer or water certification exams taken in a calendar year.

**Section 17. Safety.** The City and the Union mutually agree to promote safe and healthful working conditions as required by law, and to encourage cooperation and participation in the Safety Program adopted by the City. In order to ensure compliance with applicable health and safety laws, as well as health and safety policies and procedures adopted by the City, employees are encouraged to report safety hazards and violations to their departmental safety officer. The City will not retaliate against any employee for reporting a health and safety matter.

The Union shall have the right to appoint two (2) representatives to the City's interdepartmental Safety Committee. The Committee has the right and obligation to address health and safety issues brought to its attention, to recommend changes in the City's Safety Program, and to recommend actions and procedures necessary to the maintenance of safe and healthful working conditions for City employees.

**Section 18. Part-Time/Full-Time Benefits.** Part-time/Full-time employees shall be entitled to all benefits accorded to full-time employees covered by this Agreement, provided, however, such benefits shall be on a pro rata basis determined by the amount of hours for which the Part-time/Full-time employee is hired. Any Part-time/Full-time employee who works more than 1870 hours in a calendar year shall automatically be placed into a Full-time classification. Any employee who is still in the classification of Part-time/Full-time after three (3) years shall be placed into a Full-time classification.

**Section 19. Subcontracting.** The Employer agrees that it will not transfer, whether by contract or sale, the responsibility of operating and maintaining any facilities at which bargaining unit employees are employed by the City to any outside organization or company if such transfer would result in the lay off of existing bargaining unit employees during the term of this Agreement.

**Section 20. Direct Deposit.** All full-time employees covered by this Agreement shall be required to have their bi-weekly net pay directly deposited into a checking or savings account.

## ARTICLE XV

### **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XVI**

**SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XVII**

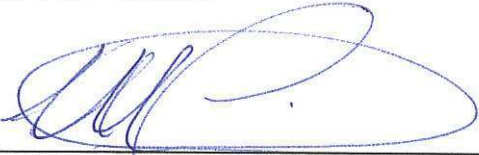
**DURATION AND TERM OF AGREEMENT**

This Agreement shall be effective as of 12:01 a.m. on the 1<sup>st</sup> day of May, 2023, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than twenty-one (21) calendar days after receipt of such notice, unless otherwise mutually agreed.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 29 day of August, 2023.

CITY OF OLNEY



Mark Lambird, Mayor

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL NO. 702



ATTEST:



Kelsie J. Sterchi, City Clerk



**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
12/5/2023  
Kenneth Cooper,  
International President  
This approval does not make the  
International a party to this agreement.