

PREAMBLE

This Agreement is made and entered into on October 28, 2024, by and between the REND LAKE CONSERVANCY DISTRICT, referred to as the "Employer" and/or "District" and LOCAL 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and other conditions of employment. This Agreement supersedes and replaces similar Agreements executed by Employer on 10/23/2023 and by Union on 11/01/2023, respectively, and a first amended Agreement executed by Employer on 02/01/2024 and by Union on 01/30/2024, respectively.

ARTICLE 1

RECOGNITION

Section 1. The District recognizes the Union as the representative of the employees as defined in the Certification of Representation dated May 19, 1999, as amended by the Agreement of the parties dated July 7, 1999 (see "Exhibit A," attached hereto).

Section 2. It is agreed and understood that the above recognition acknowledges and satisfies the representation rights of the Union as the sole and exclusive bargaining agent for the above-defined employees.

Section 3. This Agreement cannot be modified, amended, added to, or subtracted from, except by an instrument in writing signed by the District and the Union of equal formality with this instrument. No individual or continued departure in practice and administration hereof by the parties shall affect a modification or alteration hereof.

ARTICLE 2

PURPOSE

Section 1. It is the intention of the parties that this Agreement will establish sound relations between the District and its employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the District may mutually benefit; assure a full day's work for a day's pay, and to facilitate peaceful adjustment of differences which may arise from time to time between the District and the Union, or between the District and any employees covered by this Agreement, and to achieve uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort. This requires that both the District and the employees work together to the end that the services provided by the District will prove increasingly more attractive to the customers of the business so that the business will be continuously successful.

Section 2. It is agreed that the District and all employees shall make an honest and conscientious effort to eliminate waste and increase efficiency and production. It is further agreed that a constant increase in efficiency is necessary to the healthful growth of the District.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The parties agree that the efficiency of any commercial enterprise requires clear management authority and freedom to make decisions. The District retains and it is recognized that in the management of the District, it has the exclusive right to supervise and control all operations, including but not limited to the right to decide: the location and relocation of its facilities; the closing down of any facility or any part thereof; to rearrange, change, combine, transfer, assign or cease any operation or service; services rendered or purchased; required machinery and equipment; to subcontract; the methods, reasonable schedules and quantities of service; to hire, lay off, demote, assign, temporarily transfer or for just cause discipline, suspend and discharge; to lay off employees; to set shift schedules and hours of work; to set reasonable standards of quality and quantity of work; to determine and change the size and nature of the workforce; to establish and maintain reasonable job requirements and job content; and the right to make and apply reasonable rules and regulations. It is agreed that management maintains and retains all of its managerial rights, and that they are vested solely and exclusively in the District unless specifically contracted away by this Agreement. However, the District will not manage arbitrarily or capriciously in its application of this Article, nor will employees be required to perform materially unsafe work.

Section 2. The District will meet with the Union prior to implementing any new rules and regulations and prior to making any significant changes in job requirements or job content.

Section 3. The District, as it has in the past, will continue at its discretion to use inmates, seasonal and part-time employees. The District agrees not to violate any section of the collective bargaining agreement when applying this Article.

ARTICLE 4

WAGES

Section 1. Wages, as that term is used throughout this contract, shall mean and is defined as the hourly wage rate of the permanently assigned job classification, unless otherwise specifically stated.

Section 2. The job classification or job titles are included below with the minimum prevailing rate for each classification, including the subsequent increases as agreed upon.

Section 3. Job classifications and departments are as follows:

Golf Course Department

Groundskeeper

Equipment Manager

Shooting Complex and Hunting Field Complex Department

General Maintenance

Water and Sewer (a/k/a “Utility”) Department

Water Operator (Class A license)

Water Operator (Class C license)

Water Operator (Class D license)

Control Room

Maintenance I (Includes independent performance of more than one of these functions: electrical, mechanical, equipment operator, welding, plumbing & piping, plant maintenance, distribution maintenance)

Maintenance II (One who assists a Level I person on occasion and also performs routine maintenance work such as locating water lines, mowing, general clean up, painting and laborer work)

Maintenance III (Routine maintenance work and assisting Level I or II)

Note: Any qualified maintenance employee may be assigned to any maintenance task for no more than 8 hours if a higher class maintenance employee is not available in an emergency.

Relief Control Room Operator

Relief Lab Operator

Sewer Plant Operator Wage Level 1(Class A CDL and Tanker Endorsement)

Sewer Plant Operator Wage Level 2 (Class 4 Sewer License, Class A CDL and Tanker Endorsement)

Administration Department

Custodial Maintenance

General Maintenance

Building Maintenance

Clerical

Clerical I (Advanced or experienced clerical)

Clerical II (Entry level clerical) No more than 50% of clerical staff can be Clerical II.

Section 4. Notwithstanding any other provision of this Agreement to the contrary, in the event of a layoff in a particular classification in the maintenance area of the Water and Sewer/Utility Department, any employee so displaced may bump a junior person in another lesser maintenance classification provided such individual can then fully perform all of the functions of such person he/she wishes to displace.

ARTICLE 5

NO STRIKE - NO LOCKOUT

The Union agrees that there shall be no strike, sympathy strike, picketing, slowdown, stoppage or restriction of output by the Union or any or all employees during the term of this Agreement. The Union further agrees that it will take every reasonable means which are within its power to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work. The District agrees that it will not engage in a lockout of the employees during the term of this Agreement.

Any refusal on the part of any employee to cross any picket line at any place when it is necessary to cross such picket line under performance of his/her duties in any emergency situation shall be in violation of this Article. Whether something is an emergency is subject to the grievance and arbitration procedure.

Violation of this Article shall be grounds for disciplinary action, including discharge. The grievance and arbitration procedures can be used to determine whether the employee violated this Article but may not be used to challenge the disciplinary action. The arbitrator has no power to reverse or modify the discipline if it is determined that the employee violated this Article.

ARTICLE 6

RETIREMENT

All full-time employees are eligible for participation in the Illinois Municipal Retirement Fund (IMRF) at the time and in the manner provided by the Plan. IMRF is a contributory plan with employees making contributions according to IMRF regulations. Upon enrollment after the probationary period, a "Notice of Participation" and a "Designation of Beneficiary" should be completed and sent to IMRF. Payroll deductions will begin at the effective date of enrollment at a rate determined by IMRF.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1

For pay purposes the presently constituted work week shall begin at 12:01 a.m. on Monday of each work week and shall end at 12:00 midnight the following Sunday.

Employees shall be entitled to a thirty (30) minutes unpaid lunch break mid-way through the normal work shift. This paragraph shall not apply to those non-clerical employees who have a different arrangement. Clerical employee shall be paid for their lunch period, but shall remain in the work area and shall be available to perform all duties required.

Breaks will be taken at 9:00 a.m. and 2:00 p.m. When necessary, Managers may postpone a break until a later time. Postponed breaks will be granted as quickly as possible.

Employees working in the Control Room and Water Operator classifications must stay at work until their replacement has arrived. The District may not require an employee to work over 16 hours in a 24 hour period except in extreme service emergencies. The District will provide a meal when an employee is required to work a double shift.

Golf Course employees may be required to work weekends.

Section 7.2

Employees shall be eligible for overtime pay at one and one half (1-1/2) times their normal wage rate for any hours actually worked over forty (40) in any one work week and for any hours worked on a holiday in classifications that are not normally scheduled to work.

Time paid shall be computed as time worked when calculating overtime pay.

Except:

- (A) Control Room employees and Water Operators—the additional 8 hours paid for a holiday shall not be included in the calculation of overtime.
- (B) Golf Course employees will not have their holidays between March 15 and November 15 included in the calculation of overtime as their holidays are controlled by the Holiday Article of this agreement.
- (C) This article is not intended to change the way overtime for holidays is calculated for Control Room employees, Water Operators and Golf Course employees.

It is agreed that overtime shall be distributed within particular work areas and particular work classifications as evenly as is practical. If an employee is “Called In” to work outside of their regularly scheduled shift the employee shall be paid a minimum of 2 hours at the appropriate rate. Nothing herein prevents the assignment of duties in addition to the initial purpose of the overtime call. All employees are expected to work a reasonable amount of overtime unless excused for good and sufficient cause.

ARTICLE 8

SHIFTS

For employees regularly assigned to a shift which commences work at or after twelve noon to and including 10:59 p.m., a shift premium of fifty cents (\$.50) per hour shall be paid. For an employee regularly assigned to a shift which commences work between 11:00 p.m. and 4:59 a.m., a one dollar (\$1.00) per hour shift premium shall be paid.

Employees who work in the Water Operator and Control Room classifications may be required to work multiple shifts, and those employees may be rotated to ensure fair and equal treatment of all employees in the classification.

General starting times are as follows:

Day Shift-7:30 a.m.
Evening Shift -3:30 p.m.
Night Shift-11:30 p.m.

Starting times may be changed in the following manner:

1. The District may change starting times within 1.5 hours of the above stated times if 5 working days' notice is given.
2. By mutual consent between the District and a majority of the employees involved with the change.
3. At the trap field and golf course starting times can be adjusted by the District to accommodate major events if 5 days' notice is given; the 5 days' notice will not be necessary in the event of extreme conditions beyond the control of the District.

Starting times different from the above which are in effect at the time of execution of this Agreement will be the starting times for those employees and subject to change as provided above.

As to Lab and Control Room employees, the shift assignments shall be determined by bidding. The District shall notify the Union in writing and post the shifts for a period of five consecutive work days. Each shift shall be posted in a manner so that employees can see a minimum of 28 calendar days in advance. Shift bidding shall be conducted at minimum: (1) on an annual basis, and/or (2) when a job opening occurs.

1. Annual Bidding – Annual shift bids for the Lab and Control Room classifications will be conducted in December of each year. Bids for each classification shall be restricted to those employees currently assigned to respective Lab and Control classifications. Shift preference will be awarded based on vacation seniority of each person in the classification. The District shall place employees into their new shift assignments no later than January 31st of the following year. Employees shall remain in their assigned shift until the next bidding period or a job opening occurs.
2. Job Opening Bidding – In the event of a job opening in the Lab or Control Room classification, the open position shall be posted following Article 20 requirements. Upon completion of that process, shift bidding will occur. Shifts shall be awarded in the same manner as annual shift bidding described above. The District shall place employees into their new shift assignments no later than 30 days after the bids have been awarded.

If an employee in another classification wishes to place a bid on an open lab or control room shift, he / she shall first place a bid on the open position during the initial job bidding process. Upon being awarded the Lab or Control Room position, that employee would then be eligible to participate in the shift bidding process. The District shall refrain from initiating a shift bid until the job bidding process has been completed and all positions have been awarded.

ARTICLE 9

PAID HOLIDAYS

The purpose of pay for holidays is to protect the basic weekly wages of the regular full-time employees when a recognized holiday occurs.

In view of the foregoing, the District agrees to give each regular employee eight (8) hours at his/her regular straight time rate for the following 13 holidays:

New Year's Day
M. L. King Day
President's Day
Spring Holiday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas

provided the employee has complied with all of the following:

- (a) A new employee must have completed his probationary period;
- (b) The employee must be a regular full-time employee and must have worked the full day before, the day of (if in a classification required to work holidays and scheduled to work) and the full work day following the holiday unless the employee had an excused absence pursuant to this Agreement.

For those employees in the Golf Course Department, the holidays that fall between March 15 - November 15 will be worked at the normal rate of pay and then taken off with a full eight (8) hours pay outside of the busy golfing season on days designated by the District during the holiday season.

If the District declares a day not specified herein as a holiday for all of its other employees, such day shall be given as a holiday to bargaining unit employees.

ARTICLE 10

VACATIONS

Section 1. There shall be one (1) qualifying date for vacation eligibility – the employee's anniversary date.

Each employee who has completed at least one (1) year of continuous service will be eligible for a vacation with pay provided he/she has worked a minimum of one thousand five hundred sixty (1560) hours and has actually physically worked at least thirty (30) eight (8) hour days in the preceding anniversary year. Hours paid, but not worked, and time missed due to an

illness or injury, shall be included in the calculation of the 1560 hours but not included as days actually physically worked.

Section 2. Paid vacations shall be granted on the following:

- One year - one week
- Two through seven years - two weeks
- Eight through eleven years - 3 weeks
- Over eleven years - 3 weeks plus an additional day for each year over eleven, subject to a maximum of thirty days.

Section 3. Each individual employee shall request of his supervisor, in writing, prior to January 1 of each year, the dates in the calendar year in which he/she prefers to have his/her vacation. If a conflict in the requests occurs between employees, the District will give preference based on seniority. Subsequent requests for vacation must be submitted to the District at least ten (10) days prior to the date desired, and if such date has not been previously requested, such request will be granted. Because of the seasonal nature of much of its business, the District shall have the right to require that vacations be taken at particular times where seasonality is a factor in the operation involved.

Section 4. Employees will be allowed to bank up to sixty days of vacation, which banked vacation can (1) be used to provide a bridge between active employment and the receipt of disability benefits; (2) can be completely bought out by request made prior to June 15 to be paid June 22 or December 15 to be paid December 22 (3) can be taken as vacation immediately preceding an employee's date of retirement; (4) while on an FMLA qualified leave; (5) will otherwise be paid at termination of employment; (6) can be used as sick days after sick days have been exhausted.

Section 5. The rate of pay for vacation will be at the base rate at the time vacation is taken/purchased.

Section 6. Employees may cancel any requested or approved vacation if two (2) weeks notice of cancellation is given. The District may require that only one person at a time in each classification in each department be allowed to take vacation time off at the same time, except that the District may allow up to three Maintenance Department Employees off at the same time.

The District and any employee, if mutually agreeable, may arrange for such employee to sell any part of his/her total vacation time earned by virtue of work performed in the previous year.

Section 7. Upon retirement, Employees will be paid for total unused vacation time including a prorated amount for the current anniversary year that has not yet been credited.

ARTICLE 11

UNION SECURITY

To the extent permitted by law, each bargaining unit employee, as a condition of employment, on or before the thirtieth (30th) day from the date of commencement of employment in the bargaining unit, shall join and remain a member of the Union or, at the employee's option, pay a fair share fee to the Union in the amount certified to the District by the Union. Employees who sign voluntary check off authorizations shall have either their monthly dues or fair share amounts deducted from their pay once a month and remitted by the District to the Union.

Should an employee object to any procedures herein based upon a bona fide religious reason or teachings of a church or religious body of which such employee is a member, that employee may be required to pay an amount equal to his/her fair share to a non-religious charitable organization mutually agreed to by the employee and the Union.

If the District shall sustain any liabilities as a result of litigation or administrative action due to its good faith compliance with the provisions of this Article, the Union shall hold the District harmless for any such expenses and liabilities. If any requirement of this Article is prohibited by law, it shall be deemed to have no force and effect. To the extent that any requirement in this Article is permitted by law whether presently or in the future, it shall be enforceable.

ARTICLE 12

GENERAL PROVISIONS

Section 1. All employees must furnish the District with a telephone number where the employee may be reached by telephone as well as their address, but employees employed on September 5, 2000 shall not be required to have a personal phone if they did not have such at that time. The employee is responsible for notifying the District in the event of change in telephone number or address. Disciplinary action may be taken for failure to furnish the required information.

Section 2. If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. The parties will attempt to reach mutual agreement on substitute language for such unlawful provision(s). If at any time thereafter, such term or provision is no longer in conflict with any federal or state law, such term or provision as originally embodied in this Agreement shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such validity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 3. This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not covered have been satisfactorily adjusted, compromised, and waived by the parties for the life of this Agreement.

Except for the July 7, 1999 Agreement, all previous agreements or memoranda expire with the execution of this Agreement, unless specifically added to this Agreement hereafter.

Section 4. Whenever the District has a suspicion that an employee has come to work, or is at work, having used drugs or alcohol or whenever any employee is involved in any on-the-job injury or is responsible for any accident, the employee shall immediately be sent for a blood/alcohol test or tests. Employees may also be randomly selected for screening. The selection process shall be the same selection process for collective bargaining employees as for all other employees of the District. If the employee is shown to have alcohol, illegal drugs or legal drugs used in an improper manner in his/her system, such employee shall be discharged. Any employee refusing to take such a test shall be discharged. Any discharge by the District in which it relies upon the results of, or failure to take, such examination shall not be subject to the grievance and arbitration procedure. All testing will be done at a reputable and qualified laboratory or other medical facility, drug and alcohol testing will generally be in accordance with the standards set for Department of Transportation ("DOT") required testing including sample collection procedures, what substances are tested, a confirmation test if an initial test is positive, what result levels constitute a positive test and the use of a medical review officer ("MRO") on drug test results. When tested for alcohol, at or above the Illinois legal limit will result in discharge; if less than the legal limit, disciplinary action may be taken by the District as it determines, with such discipline (other than suspension for the balance of the day) subject to grievance and arbitration.

Section 5. The District will not provide uniforms except for any member who has uniforms on June 1, 2018, and choose to continue to wear uniforms. Those that have uniforms and choose to discontinue wearing uniforms will be paid \$300 as a one-time work clothes allowance. New hires will not be provided uniforms and will not be paid a work clothes allowance.

Section 6. Employees will be allowed to play golf at a discounted rate as set annually by the Board which rate shall not exceed \$10 per round with a cart. Discounted rates will be restricted to play with tee times as approved by the employees' supervisor Monday through Thursday and on a stand-by basis at other times.

Section 7. No person employed in the bargaining unit on the date of execution of this Agreement will be laid off either temporarily or permanently by the District's use of subcontractors or part-time employees during the term of this Agreement. The District will not increase its use of part-time employees or subcontractors to avoid the hiring of a full time employee for which there is a full time need. This section is not intended to prevent the leasing of the District's facilities to an entity or entities wholly and separate from the District.

Section 8. All employees hired after June 1, 2018, except control room operator and lab operator, must maintain a valid driver's license. If the employee loses his driver's license for any reason, the employee shall have 380 days to re-obtain the driver's license. After that time, the employee shall be subject to termination. The GM may move the employee to the control room or laboratory positions, at his discretion, during the 380-day period. If the license is not reobtained within 380-days, the employee is subject to termination.

All water maintenance employees must obtain and maintain a valid Class A combination commercial driver's license in accordance with Article 37 of this Agreement. If an employee loses their driver's license for any reason, the employee shall have 380 days to re-obtain the license. After that time, the employee shall be subject to termination. The GM may move the employee to the control room or laboratory positions, at his discretion, during the 380-day period.

Section 9. All Water Maintenance Employees hired after June 1, 2023, must live within a 30-mile radius of the Rend Lake Intercity Water Plant.

ARTICLE 13

NOTICES

Notices required under provisions of this Agreement, unless otherwise specified, shall be served via U.S. Mail, certified, return receipt requested, to the Business Manager of International Brotherhood of Electrical Workers Union, Local Union 702, 106 North Monroe Street, West Frankfort, IL 62896 for service upon the Union; to the Rend Lake Conservancy District General Manager, P.O. Box 907, 11231 Marcum Branch Road, Benton, IL 62812 for service to the Employer. Each party shall promptly inform the other of any change in address set forth in this section.

ARTICLE 14

NON-DISCRIMINATION

The Union and The Employer agree that employees or applicants for employment shall not be discriminated against with respect to compensation, terms, or conditions of employment because of age, sex, marital status, race, religion, color, national origin or disability or any other factor prohibited by law or regulation, all as defined by applicable law or regulation.

ARTICLE 15

INSURANCE

For all employees covered by this Agreement, the employer shall carry workers' compensation insurance with a company authorized to do business in this state, Social Security and such other protective insurance as may be required by the laws of this state and shall furnish satisfactory proof of such to the Union. The employer shall also pay the required amount to the State Unemployment Commission for all employees hereunder regardless of the number of employees or shall provide coverage under such circumstances as are permitted by law.

ARTICLE 16

SAFETY

The identification of safe working conditions and safe employee habits are critical in protecting the health and safety of the District's employees. The District will have safety meetings for employees on an as needed basis.

All employees covered under this Agreement shall familiarize themselves with and practice rules and policies regarding safe work habits and/or safe work practices consistent with but not limited to any federal or state safety rules and regulations.

Employees must have access or be provided with copies of any and all safety directives or policies that the District reduces to writing.

The General Manager or his designee will meet when requested with the Union to discuss safety issues.

The District shall be responsible for providing all Safety equipment it requires or is provided for by law.

The District shall inspect at regular intervals all tools and machinery used by the employees. Tools and/or machinery which do not meet safety standards will be replaced or repaired by the employer to meet applicable safety standards.

Employees must report any on-the-job injury on the form provided to the supervisor as soon as possible.

All District employees must comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees are also required to report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony as to the same.

ARTICLE 17

GRIEVANCE AND ARBITRATION

- a) A grievance shall be defined as a dispute as to the meaning or application of a specific provision of this Agreement or the interpretation of this Agreement. An employee wishing to file a grievance shall, within five working days of when he/she reasonably should have had knowledge of the grievance, present it to his/her supervisor. The Steward has the right to be present when the grievance is presented. The supervisor must give an answer within five working days of this meeting.
- b) In case of failure to agree in the Step One procedure defined above, the grievance must be reduced to writing and delivered by the Union to the General Manager within five working days of the supervisor's answer. The grievance shall include the specific provisions of the contract alleged to have been violated and the general facts to support

the allegation. The General Manager, or his designee, shall arrange to discuss the grievance with a representative of the Union as soon as possible.

Within seven working days of the above Step Two meeting, the General Manager, or his designee, shall advise the Union, in writing, whether the grievance is granted or denied.

- c) If no resolution is reached at Step Two, the Union may appeal the grievance to arbitration by notifying the District in writing within ten working days following the receipt of the answer in Step Two.
- d) The party referring the grievance to arbitration must, within thirty (30) days of the receipt of the answer from Step Two, request a panel of seven (7) arbitrators, who shall be members of the National Academy of Arbitrators, from the Federal Mediation and Conciliation Service. A representative of the Union and the General Manager shall meet within seven (7) days from receipt of the panel and strike the panel of arbitrators with each side striking a maximum of three arbitrators each in alternative order. A coin flip shall decide who shall first strike a name. The lone remaining arbitrator will be the impartial arbitrator.
- e) The decision of the arbitrator shall be final and binding on both parties.
- f) The arbitrator shall not have authority to add to, subtract from or modify any provisions of this Agreement, or to rule on any question except the one(s) submitted for arbitration.
- g) Both parties shall equally share the expenses of the arbitration, including the arbitrator's fees and expenses and the cost of transcript provided both parties request copies. If either party elects not to have a copy of the transcript, then it will not be responsible for any costs associated with the transcript and shall not receive a copy nor have access to the transcript.
- h) There shall be no arbitrations on multiple grievances. Each grievance going to arbitration shall be heard by a separate arbitrator unless mutually agreed to by both parties.
- i) In grievances involving discharge or suspensions, the parties agree to skip the first step of the grievance procedure and begin at Step Two.
- j) When initially presenting the grievance to the supervisor in Step One, the employee will make a reasonable effort to present the grievance in a manner so as not to interfere with work.

ARTICLE 18

SENIORITY

Section 1. Seniority as defined herein shall mean length of continuous service within the work classifications covered herein.

Section 2. Seniority shall include the sum total of all continuous employment time with the employer from the time the employee last became a full-time employee and the following shall be considered as continuous employment time:

- (a) absence due to leave, disability, injury or illness, not exceeding twelve (12) consecutive months;
- (b) active duty in the armed forces of the United States under conditions of reemployment rights as prescribed by law; and
- (c) all non-productive time for which wage payments are made.

Section 3. Employees who have been laid off and have been called back to work within twelve (12) months from the date of their layoff shall retain their seniority; seniority is lost after twelve (12) months of layoff.

Section 4. If the seniority date to employees is equal, the seniority date shall be determined by the alphabetical order of the employee's surnames at time of employment. If the employees have the same surnames, the determination shall be by lot.

Section 5. Seniority of an employee shall be broken when he/she:

- (a) quits;
- (b) retires;
- (c) is discharged for cause;
- (d) fails to report to work at the close of a leave of absence;
- (e) fails, following layoff, to return to work within three (3) working days following receipt of notice of recall from layoff by telephone or notice sent to his/her last known address; or
- (f) accepts full time employment with some other employer unless on layoff.

ARTICLE 19

PROBATIONARY PERIOD

New employees shall be on probation for a period of one hundred and twenty (120) calendar days from the last date of hire with the District, and upon written request to the Union, shall have an additional sixty (60) work days. During either of these periods, whichever one it may be, the probationary employee acquires no seniority status. Those who serve beyond the probationary period will have seniority from the last date of hire. During the probationary period, the District may, at its sole discretion, demote, lay-off, discipline, suspend, terminate or discharge probationary employees, and the Union agrees that neither the Union nor the probationary employee has recourse to the grievance procedure.

Beginning June 1, 2018, all newly hired Water Maintenance employees must, as a condition of employment, obtain and maintain a Class D water Operator in Training license within 6 months of being hired. Once eligible, Water Maintenance employees must then acquire and maintain a Class D water operator's license.

Beginning June 1, 2018 all newly hired Water Maintenance and Sewer Operator employees must, as a condition of employment, either possess, or obtain within 6 months of being in the position, a Class A Combination Commercial Driver's License. Sewer Operator Employees shall also obtain a tanker endorsement.

ARTICLE 20

BIDDING, LAYOFF AND BUMPING

A. When a position is to be filled within a particular department, the District will notify the Union in writing and will post the job in the department for a period of five consecutive work days. Any employee within that department interested in such position shall submit his or her name to the District official as instructed on the bid posting. Within five working days after closure of the bid posting, the job will be awarded to the person who has the most departmental seniority provided skill and ability are relatively equal. Open positions at the Golf Course, Trap Field, Administration Office, Events Center, and Water Plant Maintenance, if not filled in this manner, will be posted for another five days and all members of the bargaining unit may bid on them. The position will be filled in the same manner as the original posting. If no bargaining unit employee meets the qualifications, then the District may fill the position from outside the bargaining unit. A bid may be cancelled.

B. An employee moving to a different position, through the process described above, will be given a reasonable opportunity to demonstrate their qualifications and ability. If they do not qualify, then they shall be returned to their former position. Reasonable opportunity shall be a maximum of eight weeks for lab and four weeks for all other positions.

C. Layoffs within a particular department will be determined by inverse departmental seniority within a particular classification, provided the employees retained have the qualifications required to perform the available work. If an employee is laid off by the District from his position, such individual may exercise his overall seniority within the District to displace the most junior employee within those classifications and within any department which he/she has formerly held. Any employee so displaced may exercise his/her overall seniority in the manner described in this section.

D. When vacancies occur while employees are on layoff within their former classifications and departments, they shall be recalled by seniority.

ARTICLE 21

ABSENCE FROM WORK

Any employee absent from work for three (3) working days in a twelve (12) month period without notifying the District shall be discharged unless the employee has an excuse acceptable to the District.

ARTICLE 22

PERSONNEL RECORDS

When a written warning is given to an employee, a record of which is made by the District, he/she will be furnished a copy of same within two (2) weeks of its occurrence in order that he/she may have an opportunity to respond to same. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure.

ARTICLE 23

HEALTH AND WELFARE

After completion of 90 days of employment, during the term of this agreement, the district will provide all permanent full-time bargaining unit employees with a health insurance program. The new program will be the NECA-IBEW Welfare Trust Fund base health insurance plan. The District will pay the following amount for the employees in 2023: \$1315 per month for Employee Only Coverage or Family Coverage. If the monthly premium increases above \$1336 per month the employer will pick up 90% of the increase and the employees will pick up 10% of the increase. The employee portion of the increase will be deducted from each employee's pay, pre-tax and submitted on the employee's behalf by the employer.

If the total monthly premium rises above \$1670 per month, during the course of this Agreement the District may choose to change to a less expensive health insurance plans as long as the new plan provides coverage that is substantially equal to the following coverage provided by the NECA-IBEW Welfare Trust Fund base health insurance plan as follows: Deductible \$600 Individual, \$1800 Family; Out-of-Pocket \$1900 Individual, \$3800 Family; Employee Co-Insurance 10%; Doctor Visit Co-Pay \$15; Prescriptions \$15/\$20/\$10% with a \$60 Deductible; Life Insurance \$20,000, ADD \$20,000; Chiropractic 50% Co-Pay 48 visits; Physical Therapy 48 visits; Dental \$1500 max per year, no max under age 19; Vision \$400 max per year, no max under age 19; Hearing Aids \$1250 per ear every 5 years.

For the remainder of 2023, the District will reimburse the employee for the difference between the current \$500 and the new \$600 deductible for insureds that exceed the \$500 2023 deductible.

ARTICLE 24

JURY PAY

The Employer agrees to pay each employee who is called for jury service and provides the Employer with notice of the jury service ten (10) days prior to the date of the jury service the

difference between the fees earned for such civic duty and their regular pay, based upon straight time pay for the regular work day not to exceed eight (8) straight time hours. In order to receive compensation, the employee must provide satisfactory proof of his or her attendance at such jury proceeding and must return to work promptly upon being released from jury service.

ARTICLE 25

FUNERAL LEAVE

Employee shall be granted a leave of absence, with pay, for three (3) work days commencing with the day of death and ending with the day of the funeral, in the event of the death of a spouse, parent, mother-in-law, father-in-law, brother, sister, child, grandparents, grandchildren, and stepchildren.. Proof of death and burial is to be furnished to the Employer upon request.

ARTICLE 26

SUPERVISORY PERSONNEL

Department Heads, not referenced in the parties' July 7, 1999, agreement, will be permitted to perform work normally done by bargaining unit employees under the same restrictions specified in Paragraph 4 of the July 7, 1999 Agreement.

ARTICLE 27

STEWARD

The Union shall have the right to appoint a Steward who shall be an employee of the District. Such Steward, upon notification to and the approval of the Supervisor (which permission will not unreasonably be withheld) will be allowed sufficient time to investigate and present grievances to the District and to perform other duties reasonably related to administration of the contract. Such time off from work will be allowed provided the Steward does not abuse such privilege.

ARTICLE 28

JOB ACCESS

Upon advanced notice to the General Manager of the District (where such advanced notice can be reasonably given) and at reasonable times and places, which reasonableness requirement includes, but is not limited to, not interfering with any of the normal job duties and operations of the District and its employees, a representative of the Union shall be allowed access to the premises of the District where bargaining unit employees are employed.

ARTICLE 29

INSPECTION OF RECORDS

Payroll records relevant to administration of this contract, including cancelled checks and social security records, will be available for inspection by the Business Manager of the local Union or his/her authorized representative at the District's place of business at reasonable times mutually convenient to the parties.

ARTICLE 30

WORK WEEK

An employee who reports at the beginning of his/her work week fit for duty and who remains fit for duty for the entirety of such work week shall be guaranteed 40 hours of work during such work week. This provision does not guarantee employment for any given number of weeks or months per year.

ARTICLE 31

PAYDAY

The employees' pay checks shall be delivered no later than the end of their scheduled shifts on the 7th and 22nd of each month. It shall be the District's responsibility to see that employees receive their pay checks by this time. The District shall provide each employee a statement showing the hours of straight time and overtime, pay received other than regular hourly rate and deductions. In the event the payroll checks are incorrect, if the amount is relatively insignificant, corrections shall be made on the following check. In the event of a significant discrepancy, the District shall provide the employee with a corrected pay check as soon as possible.

Any employee involuntarily terminated by the District shall be paid in full for all time worked. In addition, the employee will be paid for unused vacation and sick hours, and all sums due will be paid not later than the end of the payroll period following the date of termination. The District will provide to the employees, on a monthly basis, a record of each employee's available sick and vacation time through the end of the preceding month. The District shall accomplish this by enclosing a separate form with the employee's pay check on the last payroll period of each month or by other suitable manner such as a notation on the pay stub.

ARTICLE 32

SICK/PERSONAL DAYS

Employees are expected to be on the job at the times they are scheduled. The District, however, will allow employees five (5) sick/personal days per calendar year, and entitlement to

such days will commence after 90 days of full-time employment, subject to proration based on the remaining number of full calendar months in a particular year (e.g. if an employee completes 90 days of employment on June 30th, because there are six full remaining months in the year, said employee receives two-and-a-half (2 ½) days of sick/personal days for the remainder of that particular calendar year). Such days may be accumulated if unused to a maximum of thirty (30) days, but accumulated days may only be used for absences due to the employee's illness or accident. In all events, however, proper procedures must be followed in claiming such days. If, on request, satisfactory medical documentation is not properly provided, compensation for the absence will not be paid. Upon termination of employment, employees will be paid any accumulated but unused days provided the employee provides a minimum of one (1) week notice of his/her intention to leave the District.

ARTICLE 33

EMPLOYEE ABSENCES

Occasionally an employee may be unable to report to work due to emergencies or due to illness. Such absence should be reported to the employee's supervisor as soon as possible prior to the start of their regular scheduled shift.

Any employee absent from work for three (3) working days in a twelve (12) month period without notifying the District, shall be discharged unless the employee has an excuse acceptable to the District. The District may require proof of illness or emergency.

ARTICLE 34

LEAVES OF ABSENCE

Leaves of absence will be considered by the District on an individual basis, with due consideration of the employee's needs and the operations of the District. The final decision on whether or not a leave will be granted rests with the District. Medical leaves will be granted to employees qualifying under the IMRF disability program.

ARTICLE 35

DURATION

Section 1. This Agreement shall become effective as of the date of execution, above, and shall remain in full force and effect through and including the 31st day of May, 2028, and thereafter the Agreement shall automatically renew for another similar period unless at least sixty (60) days, but not more than one hundred and twenty (120) days prior to June 1, 2028, either party to this Agreement gives written notice to the other party of their desire to terminate this Agreement, in which event this Agreement shall terminate on the 31st day of May, 2028.

Section 2. Pending negotiations following notice to terminate as set forth above, this Agreement shall continue in effect until a new agreement is reached, or following expiration, until either of the parties hereto serve written notice on the other by certified mail, return receipt requested, that negotiations have terminated, whichever date is later. After the serving of such written notice, there shall be no strike or lockout during the following period of fourteen (14) work days, in order to give both parties time to reconsider their decision.

Section 3. Notice herein provided shall be directed to one of the parties hereto signed by an authorized official of the other party. For the purpose of such notification, notice shall be given at the addresses indicated in the General Provisions Article of this Agreement.

ARTICLE 36

ADVANCED CERTIFICATION

To assist with the goal of having a highly trained workforce, the District will participate with the employees to gain advanced certification. The District will cover up to \$1,000 of the course fee and up to \$500 for course books per employee, per year to complete advanced certification as a Class A Water Operator, Journeyman Electrician, Journeyman Pipefitter, or other certifications as preapproved by the General Manager. Courses for the stated certifications through JALC, SIUE/ERTC and IBEW are pre-approved. Course work will be on the employee's time unless pre-approved by the General Manager. The employee must repay the amount paid toward the course fee and books upon the failure to complete the course successfully, within a reasonable period for that course, or upon termination of employment with the District if the course has not been successfully been completed at that time. The amount to be repaid will be withheld from the employee's final paycheck.

ARTICLE 37

COMMERCIAL DRIVERS LICENSE

Section 1. Current maintenance employees as of June 1, 2018, who do not have a Commercial Driver's License shall not be required to obtain one, but if they do choose to do so, they will be reimbursed within the provisions of this Agreement. All maintenance employees and sewer operators hired after June 1, 2018 must, as a condition of employment, either possess, or obtain within six (6) months, a Class A Combination Commercial Driver's License. Per Article 19, probation period will be automatically extended if not acquired during initial probationary period. Sewer operators must also obtain a tanker endorsement.

Section 2. For any case upon which a current or future employee has their Commercial Driver's License suspended by the proper enforcement agency, the District will agree to allow continued employment not to exceed three hundred and eighty (380) days, from the date of loss of license.

Section 3. All expenses associated with obtaining a Class A Combination Commercial

Driver's License shall be paid for by the District; and all applicable training and testing will be done on Company time. The District agrees to allow the use of its equipment for training and testing, should it be required.

WAGES

<u>Annual Raises will be effective on June 1st</u>	Rate	Rate	Rate	Rate	Rate
	2023	2024	2025	2026	2027
Administration Custodial Maintenance	\$22.12	\$23.01	\$23.81	\$24.53	\$25.02
Shooting Complex General Maintenance	N/A	TBD	TBD	TBD	TBD
Administration General Maintenance	\$24.53	\$25.51	\$26.41	\$27.20	\$27.74
Administration Building Maintenance	\$24.53	\$25.51	\$26.41	\$27.20	\$27.74
Groundskeeper-Current Employee	\$24.53	\$25.51	\$26.41	\$27.20	\$27.74
Golf Course Equipment Manager-Current	\$29.94	\$31.14	\$32.23	\$33.20	\$33.86
Clerical I	\$26.58	\$27.65	\$28.61	\$29.47	\$30.06
Clerical II	\$19.84	\$20.64	\$21.36	\$22.00	\$22.44
Water Operator - Class A license	\$35.52	\$36.94	\$38.23	\$39.38	\$40.16
Water Operator - Class C license	\$33.36	\$34.70	\$35.91	\$36.99	\$37.73
Water Operator - Class D license	\$32.41	\$33.70	\$34.88	\$35.93	\$36.65
Control Room	\$29.94	\$31.14	\$32.23	\$33.20	\$33.86
Relief Control	Pay rate at which employee is currently assigned				
Relief Lab	Pay rate at which employee is currently assigned				
Water Maintenance I	\$33.60	\$34.95	\$36.17	\$37.25	\$38.00
Water Maintenance II	\$29.94	\$31.14	\$32.23	\$33.20	\$33.86
Water Maintenance III	\$24.53	\$25.51	\$26.41	\$27.20	\$27.74
Sewer Plant Operator (Wage Level 2)*	\$35.52	\$36.94	\$38.23	\$39.38	\$40.16
Sewer Plant Operator (Wage Level 1)	\$33.60	\$34.95	\$36.17	\$37.25	\$38.00
*Requires Class 4 Sewer License					

PROGRESSION

Class A water license holders that moved to the maintenance department prior to June 1, 2023 are Maintenance I employees.

Except as provided for below, progression for new hires will be one (1) year; 85% of the classification rate for the first 120 days of employment (probationary period), 90% of the classification rate after the probationary period and until the one-year anniversary of the initial date of employment, and 100% of the classification rate thereafter. Progression requirement is satisfied for Water Operators when they have Class A license. Progression requirement is satisfied for Control Room pay when they have Class A Water Operator license. Progression requirement is satisfied for Water Maintenance employees to receive Water Maintenance I classification when they have a Class A Water Operator license with at least 3 years of prior laboratory experience, in a Class A water treatment plant. (Prior lab experience does not have to be at Rend Lake Conservancy District; documented lab experience from a previous Class A water treatment plant will count), are Journeyman Electricians, are Journeyman Pipefitters, or have other certifications pre-approved by the General Manager. Those Water Maintenance employees on June 1, 2013, who have or who obtain a Class D water certification, and who successfully complete the ERTC water operator course, will satisfy progression to Water Maintenance I after 8 years of water maintenance work with the District. Maintenance I employees with Class A license will be paid at the Water Operator rate for the hours worked in the lab.

WATER DEPARTMENT LICENSURE

If an individual has a Water Operator Class A, C or D license and if such individual is assigned to the water department control room or lab, the individual will get the rate of that license provided the employee does not decline, by failing to bid, work within the license. In the event the employee does so decline, he/she will be paid the rate of the job such person is then performing.

INTERDEPARTMENTAL TRANSFERS

If an employee transfers from one department to a different department, such individual shall maintain his/her current rate and be on progression thereafter for 120 days except if such individual bids down to a lower rated job, the person will go to the rate of that classification. After 120 days, the employee's rate of pay will increase to full scale rate of the new position.

FUTURE INCREASES

Effective June 1, 2023, the scale rate shown above is an increase of 4.0%. Effective June 1, 2024, the scale rate above is an increase of 4.0%. Effective June 1, 2025, the scale rate above is an increase of 3.5%. Effective June 1, 2026, the scale rate above is an increase of 3.0%. Effective June 1, 2027, the scale rate above is an increase of 2.0%.

SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions of this Agreement shall be considered severable and not be affected by such determination, and the rights and obligations of the parties

hereto shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

SIGNED FOR THE UNION:

LOCAL 702, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO

Steve Hugart 10/31/24
Date

SIGNED FOR THE EMPLOYER:

REND LAKE CONSERVANCY
DISTRICT

Ngillia 10/28/2024
Date

