

# AGREEMENT

CITY OF WOOD RIVER, ILLINOIS

And

Pipefitters Local Union #553 representing

PUBLIC SERVICE DEPARTMENT EMPLOYEES (PSDE)

## PREAMBLE

WHEREAS, a majority of a specified group of employees (listed in the Recognition Article) of the Public Services Department of the City of Wood River, Illinois, hereinafter called the "City" recognized the right of its employees to join Pipefitters Local Union #553, hereinafter called the "Union"; and

WHEREAS, it is the purpose of this Agreement to provide a standard of wages, hours of work, specified working conditions, and to provide a means for the equitable settlement of any differences between the employees or the Union and the City that may arise over the interpretation of implementation of this Agreement.

## **ARTICLE 1 – RECOGNITION**

- A. The City agrees to recognize the Union, its agents, representatives or successors as the exclusive bargaining agency for all employees of the Public Services Department as shown under Article 3 of this agreement.
- B. The City will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby, unless it is through duly authorized representatives of the Union.

## **ARTICLE 2 – TERM**

The term of this Agreement is for two (2) years, beginning on the 1<sup>st</sup> day of May, 2019 and ending on the 30<sup>th</sup> of April, 2021.

**ARTICLE 3 – WAGES**

A. The hourly base rate shall be as follows:

**CONTRACT PAY SCHEDULE – Union – Two (2) Year Term**

	Base Pay	Base Pay
Job Classification	5/1/2019 (2.5%)	5/1/2020 (2.5%)
Street Superintendent	\$ 34.93	\$ 35.80
Street Serviceman I	\$ 31.56	\$ 32.35
Street Laborer	\$ 29.36	\$ 30.10
Street Technician	\$ 31.56	\$ 32.35
Water Dist. Superintendent	\$ 33.60	\$ 34.44
Water Serviceman II	\$ 30.18	\$ 30.93
Water Serviceman III	\$ 29.74	\$ 30.49
Chief Water Plant Operator	\$ 34.40	\$ 35.26
Water Plant Operator II	\$ 32.05	\$ 32.86

All new employees shall serve a one (1) year probationary period. All newly hired or re-employed employees within the bargaining unit recognized in Article 1 of this Contract, shall serve a probationary period of one (1) year. While serving a promotional probationary period, the employee may be reduced to his previous level with cause. Further reduction in rank or dismissal shall require cause. Entry-level employees may be dismissed without cause while serving their probationary period. Union dues will be deducted the first pay of each month for the full month (when applicable).

The following will be the pay schedule followed for any new/transfer employee coming into the public services department:

1. First year - 80% of the base rate
2. Second year - 85% of the base rate
3. Third year - 90% of the base rate
4. Fourth year - Full Scale

## **ARTICLE 4 – INSURANCE**

The City will contract for a hospital, medical, life, and dental insurance policy for each fulltime employee having completed the 30-day time period as called for in the insurance policy. The level of benefits currently in effect for the Union, as per the Insurance Plan along with City supplements as presented to the Union at the time of the signing of this Contract, shall be maintained unless the City and Union shall mutually agree otherwise. The City shall pay the full premium for such policy of insurance for the employee and dependent coverage during the term of this Contract.

Any new employee hired after May 1, 2011 will pay the below flat rate or 25% of dependent healthcare, whichever is less:

- |    |                 |                     |
|----|-----------------|---------------------|
| a. | Employee/Spouse | \$1,600.00 per year |
| b. | Employee/Child  | \$1,400.00 per year |
| c. | Family          | \$3,000.00 per year |

Any new employee hired after May 1, 2011 and whose spouse is employed and has insurance available through employment or other means (medical and/or hospitalization), then that spouse must avail his or herself of the other employer's insurance and not be covered as a dependent on the insurance provided by the City. Proof of insurance is required.

When an employee retires who has completed 20 years of service with the City and has attained the age of 55 years, he or she will receive \$100 per month toward the purchase of health insurance. This benefit shall begin the first full month following the employee's last day of work and shall end the 36<sup>th</sup> month.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

A grievance is a difference of opinion between the employee and/or Union, and the Employer, regarding the interpretation and/or the application of the terms of this Contract. All grievances must be presented in writing to the City as provided for in Step 2 within five (5) days after the occurrence of the grievance or they shall be barred from action as prescribed below.

Step 1 – The Union Grievance Committee, upon receiving a written and signed Petition, shall determine if a grievance exists.

Step 2 – If a grievance does exist, the Union Grievance Committee, or a representative of the Committee shall, with the physical presence of the aggrieved employee, present the written grievance to the Director of Public Services or his designated representative for adjustment.

Step 3 – If within five (5) working days the grievance as filed with the Director in Step 2 has not been settled, it then shall be submitted to the City Manager or his designated representative, who shall meet with the Union representative(s) and Director of Public Services in an attempt to resolve the matter. If the grievance is not settled within five (5) working days after presentation at the last preceding Step, either party may request mandatory arbitration.

Step 4 – The party requesting mandatory arbitration of said grievance shall do so by sending the other party written notice of its desire to arbitrate the grievance. Such notice must be given within ten (10) days after Step 3 is exhausted. If either party requests mandatory arbitration, the parties shall promptly attempt to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The City and Union shall alternately strike one (1) name until four (4) names have been eliminated. The remaining person shall then be designated the arbitrator. The arbitrator shall have no authority to alter, amend, change or add to the provisions of this Contract. The decision of the arbitrator shall be submitted to the City for their action. The City and the Union shall share all expenses incurred by the arbitrator equally.

#### **ARTICLE 6 – NO STRIKE CLAUSE**

The Union and the employees represented by the Union shall not engage in, nor encourage any engagement in, either directly or indirectly, any strikes, job actions, slowdowns, group illnesses, or withdrawal of services against the City. The Union and the employees shall not hinder nor prevent any entrance to, or egress from, fire houses, public golf course, or any public buildings or facilities, nor shall the Union and the employees obstruct nor interfere with the free and uninterrupted use of public roads, streets, highways, railways, airports, or other ways of travel by any employee, public or private.

#### **ARTICLE 7 – STEWARDS AND DESIGNATED REPRESENTATIVES**

The Job Steward and alternate shall be employees of the City. The City recognizes the right of the union to designate a job steward and an alternate to handle such Union business as may from time to time be delegated to them by the Union, provided approval has been obtained from the Director. The steward and one member of the negotiating team shall be allowed time off for all negotiation meetings which shall be mutually set by the City and the Union. Stewards may conduct Union business on City time for the following reasons: Grievance issues in concert with the Director of Public Services, City Manager or his designee and collective bargaining over contract issues. Conducting all other Union business on City time is not allowed.

DESIGNATED REPRESENTATIVE – For the term of the Contract, negotiations and grievances will be conducted exclusively between the designated representatives of the City and Union. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations or review of the grievance.

#### **ARTICLE 8 – MAINTENANCE OF STANDARDS**

The City agrees that all conditions of employment relating to wages, hours of work and conditions of employment shall be maintained for the duration of the Agreement at not less than the standards in effect at the time of the signing of this Contract together with those specifically modified elsewhere in the Contract. If either new State or Federal Fair Labor Standards laws are enacted or old ones amended, the City and/or the Union will comply with them in a reasonable length of time.

#### **ARTICLE 9 – MISCELLANEOUS**

Both parties agree that this executed Contract shall constitute the sole and entire agreement between the parties and supersede all prior agreements, commitments and practices and that no oral statements or understanding not embodied in writing shall be valid.

#### **ARTICLE 10 – NON-DISCRIMINATION**

The City and Union agree not to discriminate against any employee for his/her activity in behalf of or lack of activity in behalf of, or membership or non-membership in the Union. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, sex, national origin, religion, age, disability, veteran status, sexual preference, gender identification or genetic information. The use of masculine or feminine gender or title in the Agreement shall be construed to include both genders and not as sex limitations.

#### **ARTICLE 11 – MANAGEMENT RIGHTS**

The Union recognizes that any and all rights concerned with the Management of the Public Services Department of the City of Wood River and the direction of the working forces shall be vested exclusively with the City. Such rights and responsibilities shall include, but are not limited to, the right to:

- a) Determine the overall mission of the Public Services Department of the City of Wood River;

- b) Maintain and improve the efficiency and effectiveness of the Public Services Department of the City of Wood River;
- c) Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted, and the priorities of the work. The normal workday for the Street Department, Water Distribution Department and Wastewater Department is 7 AM to 3:30 PM year-round. Water Plant hours will be four (4) ten-hour days from 7 AM to 5:30 PM.
- d) Determine the overall methods, processes, means, job classifications and personnel which the Public Services Department is to be conducted;
- e) Direct, supervise and/or hire employees;
- f) Promote, suspend, discipline, discharge, transfer within the Public Services Department; assign, schedule, retain, and/or lay off personnel will be by department seniority basis, not by a division seniority basis;
- g) Relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or non-productive;
- h) Take action to carry out the mission of the City of Wood River in all situations;
- i) Adopt rules, regulations, educational programs, safety programs, and any other programs necessary to effectuate the efficient and effective operations of the Public Services Department in the City of Wood River.

**ARTICLE 12 – SICK LEAVE**

Sick leave may be taken in cases of acute personal illness or physical incapacity of an employee. It may also be allowed for immediate family who is a dependent of the employee. A maximum of three sick days will be allowed per calendar year for acute illness or injury to spouse, children or parents, except in circumstances approved by the City Manager.

- a) All full-time employees shall earn sick leave credit of one and one-half days per month to an accumulative maximum of 2,080 hours.
- b) Personnel returning from injury or illness of more than three (3) days must have a signed physician's statement prior to commencing work.

- c) Vacation days may be used for sick leave.
- d) Any employee who is laid-off or granted a leave-of-absence without pay, and is later reinstated within one year, shall have the unused sick leave allowance that he earned prior to his absence available to him.
- e) Illness or injury occurring while an employee is on vacation shall not be charged to sick leave during the duration of the vacation period unless notification of the matter is received by the immediate supervisor as soon as possible and the illness is substantiated by an approved physician's statement.
- f) Wellness days – Employees will earn three (3) wellness days during the fiscal year of May 1 through April 30 when no sick leave is taken. These days may be used as paid wellness days during the following fiscal year. In the event the employee uses one (1) sick day during the year that employee's wellness days would be reduced to two (2). If the employee uses two (2) sick days, the wellness days would be reduced to one (1). If the employee used three (3) or more sick days, the employee would not earn any wellness days. Wellness days may be taken similarly to vacation days, but are not considered paid leave.
- g) Each month, employees shall continue to accumulate sick leave during legal holidays, sick leave of less than 80 hours, vacation, on-the-job related injuries, jury duty, bereavement absence, military summer camp, and authorized leave-of-absence of less than 80 hours.
- h) Sick leave may be used for doctor appointments.
- i) Employees who take time off for an appointment, doctor or similar circumstances, and is low person on overtime list, will be called first. The person calling will know if the person being contacted is able to work or not.
- j) Employees who have a minimum of eight years (full time) accumulation of sick time may cash in half of the sick time not used at the time of separation. The sick time buy back will be calculated by multiplying the total sick hours not used by 50% (.50), then multiplying by the last hourly rate earned by the employee at separation. Employees terminated by the City will not be eligible for this benefit. Employees hired after May 1, 2019 are not eligible for and therefore cannot cash in any sick time not used at the time of separation.

### **ARTICLE 13 – CLOTHING**

1. The City agrees to furnish the following clothing: safety shoes, shirt, pant, jacket, insulated coverall or polar coat and coveralls for shop and sewer personnel. Pants and shirts will be furnished on an “as needed” basis. The Director of Public Services shall determine the replacement of clothing. Short pants may be worn as long as safety is not a concern.
2. The City shall allow \$215.00 year 1, \$220.00 year 2 for the replacement of boots approved by the Director of Public Services.

### **ARTICLE 14 – SNOW**

Minimum of two (2) persons called for snow/ice removal with one (1) person in two (2) ton salt truck and snowplow.

### **ARTICLE 15 – POSITION VACANCIES**

- A. Position Vacancy Defined: a temporary vacancy shall occur if the Street or Water Distribution Superintendent position is vacant for an entire eight (8) hour day and if the employee is able to and actually assumes the vacant responsibility. There will not be a Position vacancy if the Superintendent is on duty and available in a reasonable time for service to the City. A permanent vacancy shall occur when a full-time employee leaves employment from the City of Wood River for any reason (i.e. retirement, other employment, etc.) or transfers to a position or department not covered by this agreement.
- B. When a permanent vacancy occurs, the City may fill the position with a person who is deemed qualified, solely by the City, from within the department first. If no person is deemed qualified, then the City will fill the position in its normal manner. The employee, filling a permanent vacancy, will have one year to meet the requirements for the permanent position being filled.
- C. When a temporary vacancy occurs within a division and a temporary promotion to Superintendent is required the hierarchy system will be used first and then the seniority system will be used and the vacancy will be filled from within that division without crossing division lines, providing the employee being considered is qualified to fill the vacant position. In the Water Distribution Division, in order for a temporary position to be filled, the person filling the position must have a minimum of a “C” Water License. This is required in order to move up and earn the higher rate of pay. The divisions are identified as follows:

## **STREET & MAINTENANCE DIVISION**

Street Superintendent  
Street Serviceman I  
Service Technician I  
Street Laborer

## **UTILITIES DIVISION**

Water Distribution Superintendent  
Water Serviceman II  
Water Serviceman III  
Chief Water Plant Operator  
Water Plant Operator II

### **ARTICLE 16 – OVERTIME**

- A. Personnel working past the normal working hours are not eligible for a half hour of overtime pay until they have completed a minimum of fifteen (15) minutes working into the next hour.
- B. Personnel being called out to work overtime from their home shall receive two (2) hours overtime pay. If the time exceeds two (2) hours, then they shall receive overtime pay for each additional half hour worked. To qualify for an additional half hour of work, the person or persons must have worked a minimum of fifteen (15) minutes into the next half hour. The minimum two (2) hour call-out shall be in effect for work performed other than the normal eight (8) hour workday when an employee is called from their home, per occurrence outside the initial two (2) hour call-out. Superintendents shall be given a one (1) hour call-out for the calling-out of other employees.
- C. Overtime during Lunch Hour – Time and one-half (1-1/2) will be paid to all employees assigned work during the regular lunch period after working fifteen (15) minutes into the period.
- D. Operator Call Outs – The operator of the Water Plant will not be called out in lieu of others for work outside of the plant, provided the City is able to meet its manpower needs.
- E. All overtime worked must first be cleared through the Director of Public Services or the City Manager prior to working.

- F. Mealtime Working Four Hours Overtime – When a person is scheduled for overtime work that will run (4) hours over the normal (8) hour work day, then that employee will be granted time off with pay up to thirty (30) minutes for meals.
- G. Overtime shall be divided as equally as possible among all qualified employees. Refusal of overtime work shall forfeit an employee's turn at overtime. Unanswered telephone calls shall cause the Employer to consider the next employee on the list. Employer will attempt to offer overtime first by division, then by department. The employer may disregard the terms of this section in instances of natural disasters threatening the health and safety of the Public.
- H. Callouts: Time starts at the time when called, unless notified to be on second shift of snow removal or similar circumstances, and as long as travel time is less than 15 minutes to report to their shop. When two (2) or more employees are called out, the senior man is considered the lead man. If a Supervisor is called out, then the next man after him with the most seniority is the lead man.
- I. Compensatory Time can be earned instead of overtime at the employee's discretion. Compensatory time will be limited to a maximum of 80 hours per year, while carrying no more than 40 hours at any time.

#### **ARTICLE 17 – SPECIAL WORK RULES**

- A. Working Outside During Rain – Except for emergencies, Public Services employees shall not be expected to work outside during a heavy rain. The Director of Public Services shall determine the policy for emergency conditions.
- B. Election Days – On all elections, all registered voters will be allowed one (1) hour off with pay at the end of the workday to go and vote.
- C. Flag Man – When employees are working on heavily traveled streets, a flagman shall be used for traffic control and the safety of the employees.
- D. Breaks – All employees shall be authorized one break per every regular scheduled workday. Such break periods shall be taken at the work site, or as directed by the supervisor. Breaks shall not be taken in excess of one every five (5) hours, nor shall they exceed fifteen (15) minutes duration.

- E. License Requirements – The City of Wood River will reimburse eligible full-time employees covered by this agreement for water licenses and the renewal of water licenses. The City of Wood River will reimburse all eligible full-time employees covered by the agreement for the cost of a Commercial Driver’s License (CDL).
- F. Personnel will not leave the work site prior to fifteen (15) minutes before quitting time.
- G. Time Worked – Time worked shall include regular hour, compensatory time, vacation time, wellness time, and holidays. Time worked shall not include sick leave or time off on workers compensation.

**ARTICLE 18 – HOLIDAYS**

All full-time regular employees shall receive the following eleven (11) observed holidays off with pay:

**HOLIDAYS**

New Year’s Day	January 1 <sup>st</sup>
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents’ Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	Actual Day Observed by City (Nov. 11 <sup>th</sup> )
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24 <sup>th</sup>
Christmas	December 25 <sup>th</sup>

**ARTICLE 19 – VACATIONS**

All full-time employees of the City who have worked for the City for a period of twelve (12) consecutive months shall be allowed vacation leave with pay. Vacation credit for all permanent employees shall accrue annually as follows:

Having completed 1 year of service	84 hours
Having completed 5 years of service	120 hours
Having completed 10 years of service	168 hours
Having completed 15 years of service	204 hours

Employees shall give one day's notice for each day of requested vacation time up to one week (5 days). At least one week's notice is required for vacation periods of more than one week. These requirements may be waived depending upon the particular circumstances.

**ARTICLE 20 – LONGEVITY**

All full-time employees, after completing the required number of years' service shall receive additional compensation (payable bi-weekly) for increased value to the City through length of service.

<u>YEARS OF SERVICE COMPLETED</u>	<u>YEARLY PAYMENT</u>
After 2 years	2.75% base pay
After 5 years	3.25% base pay
After 10 years	3.75% base pay
After 15 years	4.75% base pay
After 20 years	5.25% base pay
After 25 years	6.25% base pay
After 30 years	7.25% base pay

An employee whose anniversary date falls within the first seven (7) days of a pay period will receive increased longevity pay beginning with that pay period. An employee whose anniversary date falls after the first seven (7) days of a pay period will receive the increased longevity pay beginning with the next pay period.

**ARTICLE 21 – LUNCH**

Each employee will be allowed one (1) hour for Lunch. Lunch period begins at 11:30 AM and ends at 12:30 PM.

**ARTICLE 22 – EDUCATION**

Upon successful completion of the requirements for an Associate Degree, the sum of \$500 per year will be incorporated into the hourly wage of the employee; \$1,000 per year for Bachelor's degree; and \$1,500 per year for a Master's Degree. Training & Schooling – Employees who receive approval for training or schooling shall be paid for all time lost by the

employee during his regular working hours. Lost time shall be calculated at the employee's regular pay rate and count as hours worked for the purposes of computing overtime pay. Any training or schooling after regular working hours will be paid at 1 ½ times the employee's rate of pay. If a City vehicle is not provided, then the IRS reimbursement rate per mile will be paid for use of a personal vehicle to go to training or schooling.

#### **ARTICLE 23 – FUNERAL LEAVE**

In case of death in the immediate family, a regular full-time employee, may be granted a leave of absence with pay for a period not to exceed three working days. Immediate family consists of an employee's father, mother, spouse, son, daughter, stepson, stepdaughter, father-in-law, mother-in-law, stepfather, stepmother, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, brothers, sisters, grandparents, grandparents-in-law, and grandchildren.

#### **ARTICLE 24 – TERMINATION CLAUSE**

The duration of this Agreement shall be May 1, 2019 to April 30, 2021 inclusive, upon City Council approval. The Agreement shall be considered open for renegotiation when, by written notice by either party within 60 days of April 30, 2021 the other party is notified of the intent to amend this agreement.

#### **ARTICLE 25 – UNION SECURITY**

Membership in the Union shall not be required as a condition of employment. The Union agrees to hold the City harmless for any and all claims arising out of its agreement to deduct dues, or initiation fees, and it indemnifies and defends the Employer against any and all claims, demand, suits, or other forms of liability that may arise out of or by reasons of action taken or not taken by the City pursuant to this section.

#### **ARTICLE 26 – RESIDENCY**

All Employees of the bargaining unit will reside within either Madison County or within fifteen (15) miles "as the crow flies" of the City limits of Wood River (within the State of Illinois) within twelve (12) months of their hire date.

For the Employer:

CITY OF WOOD RIVER, ILLINOIS

BY:

TITLE:

DATE:

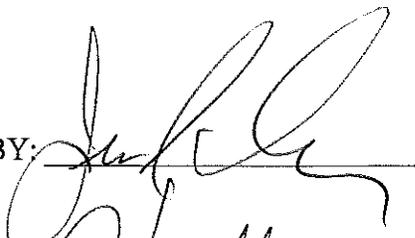
For the Union:

PIPEFITTERS LOCAL UNION #553

BY:

TITLE:

DATE:

  
City Manager

City Manager

August 19, 2019



Business Manager

10/19/19

ORDINANCE NO. 2637

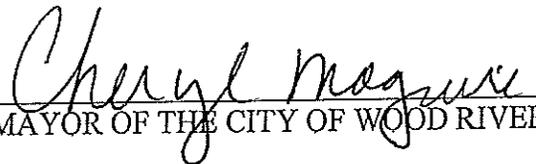
AN ORDINANCE AUTHORIZING EXECUTION OF A TWO YEAR AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND THE PIPEFITTERS LOCAL UNION #553 REPRESENTING THE PUBLIC SERVICE DEPARTMENT EMPLOYEES (MAY 1, 2019 TO APRIL 30, 2021)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER, that:

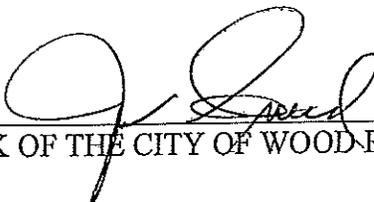
Section 1. The City Manager of the City of Wood River is hereby authorized to sign an agreement between the City of Wood River and the Pipefitters Local Union #553 representing the Public Services Department employees for the period May 1, 2019 to April 30, 2021, attached hereto as Exhibit A.

Section 2. This ordinance shall be in full force and effect following its passage and approval in accordance with Law.

PASSED and APPROVED this 19th day of August, 2019.

  
MAYOR OF THE CITY OF WOOD RIVER

ATTEST:

  
CLERK OF THE CITY OF WOOD RIVER

Upon a roll call vote, the following was recorded:

AYES: Duncan, Stalcup, Ufert, Maguire (4)  
NAYS: None (0)  
ABSENT: Stanley (1)