

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CITY OF GREENVILLE, ILLINOIS
(PUBLIC WORKS)**

AND

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE CENTRAL AND SOUTHERN ILLINOIS LABORERS' DISTRICT COUNCIL
AND
LABORERS' LOCAL 773**



Effective June 1, 2015 through May 31, 2018

**PUBLIC WORKS
CITY OF GREENVILLE, ILLINOIS**

TABLE OF CONTENTS

Article		Page Number
Preamble		1
Article 1	Recognition	1
Article 2	Non-Discrimination	2
Article 3	No Strike / No Lockout	2
Article 4	Management Rights	2
Article 5	Seniority	3
Article 6	Hours of Work	5
Article 7	Grievance Procedure	6
Article 8	Arbitration Procedure	6
Article 9	Miscellaneous	7
Article 10	Discharge and Discipline	9
Article 11	Drug and Alcohol Testing	9
Article 12	Leaves of Absence	10
Article 13	Bereavement Leave	11
Article 14	Jury Leave	11
Article 15	Holidays	12
Article 16	Vacations	12
Article 17	Legality	13
Article 18	Equipment, Accidents, Reports	13
Article 19	On-The-Job Injury, Serve as Witness	14
Article 20	Wages	14
Article 21	Insurance	15
Article 22	Miscellaneous Benefits	15
Article 23	Waiver of Further Bargaining	17
Article 24	Dues Check-Off	17
Article 25	Termination of Agreement	17
	Signature to Agreement	18
Appendix A	Check-Off Authorization and Assignment	19

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between the City of Greenville, Illinois (hereinafter referred to as the "Employer" or the "City") and the Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 773, (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by this Agreement

PREAMBLE

It is the intention of this Agreement to establish and preserve harmonious relations between the City and its employees for the mutual benefit of both.

The City and the Union agree that the fullest cooperation between the Union and the City and its employees is necessary in order that the City may secure and sustain maximum productivity by each employee during the term of this Agreement. The Union is in accord with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

The Union, the City and the employees all recognize that prompt and effective service to the customers in a courteous manner is essential to the continued success and accountability of the City and that true job security can only be found in the City's continued ability to satisfy its customers' demands.

Article 1 **Recognition**

Section 1.1

The Employer hereby recognizes the Laborers' International Union of North America as the exclusive bargaining agent for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment for all members in the bargaining unit. The bargaining unit shall only include all regular full-time employees employed by the City of Greenville at the Street, Sewer and Water Departments. Case number S-RC-01-040.

Section 1.2

Nothing in this Agreement shall prevent the temporary transfer of bargaining unit employees to non-bargaining unit work or to work in any lower-rated classification to promote efficiency, facilitate training or to fill up their time.

Section 1.3

Nothing in this Agreement shall limit the right of the City to employ part-time, seasonal or temporary employees, including employees from temporary labor services, as long as no current bargaining unit employees are laid off as a direct result of temporary employees working.

Article 2
NON-DISCRIMINATION

Section 2.1

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, religion, mental or physical disabilities, marital status, Union activities or non-Union activities, political affiliation or beliefs.

Section 2.2

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the feminine pronoun includes the masculine pronoun as well.

ARTICLE 3
NO STRIKE / NO LOCKOUT

Section 3.1

During the term of this Agreement, the Union agrees on behalf of itself and each of its members that it and they shall not engage in, participate in or encourage any stoppage of work, strike, sit down, slowdown, sympathy strike, safety strike, boycott, strike in protest of any unfair labor practices or any other form of concerted or improper interference of any kind with the business or operations of the City or its customers or suppliers for any reason whatsoever.

Section 3.2

Any employee engaging in, participating in or encouraging a violation of Section 3.1 may be disciplined or discharged by the City in its discretion, subject to the grievance procedure on the sole issue of whether or not the employee or employees so disciplined or discharged in fact engaged in a violation of this Article.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1

Except as expressly limited by a specific provision of this Agreement, the City retains

and shall continue to have the sole and exclusive right to manage its business and direct the working forces, including, but not limited to, the right to plan, direct and control operations, the right to hire or to suspend, discipline or demote, or discharge for just cause, the right to maintain order and efficiency, transfer or promote, or to relieve employees from active duty because of lack of work or other legitimate reasons, the right to study, determine and regulate methods, quantity and quality of work, and the sources and kinds of merchandise, materials, parts, facilities and equipment used, handled or sold, the right to schedule and reschedule work hours, work shifts, shift hours and overtime requirements and assignments thereto, the right to select customers, the right to extend, limit or curtail operations or any part thereof when and in such manner as it deems advisable to do so, the right to establish, modify, publish and enforce reasonable rules and regulations for discipline, dress, safety and any other business-related concerns, the right to close, sell, liquidate or move, relocate or transfer the business in its entirety or any part thereof, the right to expand, reduce, alter, combine, move, transfer, relocate or terminate any job, job content, department, operation or service, and to subcontract any

work, maintenance or otherwise, and the right to determine the number, location and operation of its warehouses and facilities as well as the right to make decisions to do any of the foregoing. Provided, further, that any of the rights the City had prior to the execution of the Agreement are retained exclusively by the City, except as may be limited by the terms and provisions of this Agreement.

Section 4.2

This article, and any other provision in this Agreement relating to the management rights, is solely intended to supplement the rights of management set for in the Illinois Compiled Statutes (ICS). This does not constitute bargaining about any of the rights protected by the ICS and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that section.

Section 4.3

Due to the nature of the City's business, supervisors employed by the City may perform work that is normally performed by employees covered by this Agreement.

Section 4.4

This Agreement contains the parties full and complete understanding, and any prior practices, benefits, and oral agreements are superseded by the terms of this Agreement. No oral understandings, past practices or benefits will be recognized or regarded as binding unless committed in writing and signed by the parties as a supplement to this Agreement. The City may, in its discretion, discontinue or modify the provision of any benefits or privileges not specifically required under this Agreement without further bargaining, discussions or consultation with the Union, at any time during the term of this Agreement without such further bargaining, discussions or consultation.

Section 4.5

The provisions of Chapter 34 of the City's Municipal Code in its latest revision, as amended, will be applicable to all employees covered hereunder unless there is a conflict with a specific provision of this Agreement.

ARTICLE 5
SENIORITY

Section 5.1

The term seniority as used in this Agreement shall mean:

- (a) Length of continuous service
- (b) Skill and ability to perform the job.

When the City determines that two employees have relatively equal skill and ability to perform the job, length of continuous service will govern.

Section 5.2 Probationary Employment.

During their first one hundred eighty (180) days of continuous service with the City, employees shall be considered to be probationary employees and shall not be entitled, except as otherwise expressly provided, to any benefits conferred by this Agreement; and such employees may be discharged or disciplined at the discretion of the City for any reason without recourse by the Union or the employee. After completion of such probationary period, the seniority date of such

employee shall be deemed to commence from the date upon which they entered the service of the City. Employment through a temporary employment service shall not be considered to be employment by, or service with, the City for any purpose under this Agreement.

Section 5.3 Seniority List.

A list of employees in the bargaining unit with their date of hire shall be posted on the bulletin board with a copy sent to the Union. The City will furnish to the Union and Shop Steward annually, on the anniversary date of this Agreement, a revised seniority list.

Section 5.4 Layoff and Recall.

If the City determines that it is necessary to lay off employees, regular, full-time employees will be given preference in accordance with their seniority subject to their relatively equal skill and ability to perform the work without additional training. Only when skill and ability are relatively equal in the opinion of the City and the senior employee is immediately capable of efficiently performing the work expected to be available shall seniority govern. Summer help, probationary employees, and employees from temporary employment services shall be laid off before applying the seniority policy herein provided; provided, however, that if employees on layoff have been called and are not available or have not yet reported for work, temporary employment service employees may be used.

When an employee who would otherwise be laid off has greater seniority as well as relatively equal skill and ability as an employee in any classification and that senior employee is immediately capable of efficiently performing the work expected to be available in such classification, then such employee shall be offered the opportunity to replace the lower seniority employee in such classification and perform his work at the rate for such job classification. There shall be no up-grading in a layoff or recall. Employees shall be recalled in accordance with their seniority subject to their relatively equal skill and ability to perform the work without additional training.

Section 5.5 Termination of Seniority.

Seniority shall be lost and the employment relationship and continuous service of an employee shall be considered terminated and subsequent reemployment shall be deemed new employment in the following event:

- (a) Voluntary quit or retirement;
- (b) Discharge for cause;
- (c) Absence in excess of a leave of absence;
- (d) In the event of an anticipated absence from work, failure to notify the City of the cause in advance, or, if unanticipated, as promptly as practicable (and, unless good cause for delay is shown to the satisfaction of the City, in no event later than two (2) days from the commencement of such absence);
- (e) Failure to return to work from a definite layoff, or in the case of an indefinite layoff, failure to return to work within three (3) work days following the receipt of a telegram or of notice to return to work sent by registered or certified mail to the employee's last known address or following the date of telephone notice to him provided such telephone notice is promptly confirmed by mail. It shall be the sole responsibility of an employee to keep the City advised as to his current address and telephone number provided that if he should fail to do so, then the three (3) work days shall be deemed to have commenced from the sending of the telegram or registered or certified mail or from the date of attempted telephone notice to him (with advice to the Steward);

- (f) Working for another employer during a leave of absence without specific written permission from the City in advance;
- (g) Not performing any work for the City for any reason for a period of six (6) months.

ARTICLE 6 HOURS OF WORK

Section 6.1

The normal workweek for regular full-time employees shall consist of forty (40) hours; provided that this shall not be construed as a guarantee of any work or earnings per day or per week. The normal workweek shall start Sunday at 12:00 a.m. and run through Saturday at 11:59 p.m.. Employees may be scheduled for staggered starting times. Employees will be given as much notice of changes in their starting time as is reasonably practicable under the circumstances.

Section 6.2

All hours worked in excess of eight (8) in a work day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one half the employees regular basic straight-time rate. Overtime hours shall not be pyramided. Computation of overtime hours will be based on hours worked excluding sick, vacation, or other absence.

Section 6.3 Lunch Periods.

Each department will set their own lunch period procedures.

Section 6.4 Rest Breaks.

There shall be a paid rest break of fifteen (15) minutes during the first four (4) hours of work and another paid rest break of fifteen (15) minutes during the second four (4) hours of work whenever employees are scheduled to be employed for eight (8) or more hours.

Section 6.5 Overtime.

Overtime may be required when, in the City's judgement it is necessary. Daily overtime assignments required to finish work assigned for that day may be performed by the employee(s) assigned such work during regular shift time.

Overtime assignments on jobs commencing after regular work hours, Saturdays, Sundays or holidays shall be rotated as equally as feasible over a reasonable period of time among the employees who are immediately qualified to perform such work within the job classification. Anytime an employee is called out by a supervisor or designated person in charge for any reason he shall be paid a minimum of two (2) hours. If the employee has worked 8 hours in the same day or 40 hours in the same week he shall be paid at his overtime rate.

Section 6.6 Moonlighting.

No employee in the bargaining unit shall work on any other job for any other employer, including himself, excluding as a volunteer fireman if such work interferes with his performance of the City's work due to fatigue, repeated unavailability for overtime when requested or otherwise. Violation of this provision may subject such employee to immediate discharge if working for a competitor and to discharge after one (1) written warning if due to interference with his performance of City's work.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1

A grievance is defined as any dispute which reasonably concerns the application, interpretation or violation of any express or specific provision of this Agreement.

The Union agrees to present and appeal any grievance within the time limits set out in the respective steps of the grievance procedure, unless a mutual extension of time limits is agreed to.

The Employer agrees that it will meet with an employee and Union Representative and subsequently respond within the time limits set out in the respective steps of the grievance procedure.

Grievances which affect all or a large group of employees, or which have general application, may be presented directly for handling at Step 2.

Any grievance arising over the application or interpretation of the provisions of this Agreement shall be settled as soon as possible in the following manner:

- Step 1.** An employee having a grievance shall present it to his steward and immediate supervisor no later than forty-eight (48) working hours of knowledge of the occurrence of the incident.
- Step 2.** If satisfactory settlement is not reached in twenty-four (24) hours, the grievant may reduce the grievance to writing and present it to the City Manager within three (3) working days of the occurrence of the incident.
- Step 3.** If satisfactory settlement is not resolved within seven (7) working days of the decision of the City Manager, the Business Representative of the Union and the City Manager then shall meet and attempt to resolve the dispute.
- Step 4.** Either party shall have the right to submit the grievance to arbitration. Notification in writing of a desire to submit a grievance to arbitration must be given within thirty (30) working days after completing Step 3.

ARTICLE 8
ARBITRATION PROCEDURE

Section 8.1.

If the grievance or matter in dispute is not settled under the grievance procedure as set forth above, the aggrieved party may refer the matter to arbitration by serving notice on the other party of the desire to arbitrate the dispute within thirty (30) days from the date the matter was handled in the final step of the grievance procedure.

Section 8.2.

If the Employer and Union agree on a single arbitrator, the grievance shall be presented to the arbitrator for final determination. Should the Employer and Union fail to agree on a single arbitrator, they shall immediately request that Federal Mediation and Conciliation Service submit

a panel of seven (7) arbitrators. Either party may reject one (1) panel in which case a new panel shall be requested. Each party shall alternately strike one (1) name from the list, and the one (1) remaining name shall be the arbitrator. The expense of the arbitrator shall be shared equally by the parties. Either party may order the proceedings to be recorded or transcribed, but whichever party does so, shall bear the cost of such record or transcription unless the other party desires a copy, in which case the cost of the record as ordered shall be borne equally by the parties. Where the record is ordered and paid for by only one (1) party, a copy thereof will not be made available to the other party. Any such record shall become the official record of the proceedings.

Section 8.3.

The Arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement or to substitute his discretion for that of the Employer in matters of discipline and its penalties (including discharge), or otherwise, or except in the case of bad faith, arbitrary, discriminatory or capricious conduct, to substitute his judgement for that of the Employer, or to require a burden of proof on any issue greater than a preponderance of the evidence. The Arbitrator shall have no power to establish new jobs, to change existing wage rates, to set work methods or standards, to waive time limits of this grievance and arbitration procedure. The Arbitrator shall be limited in jurisdiction to the application and interpretation of the specific provisions of this Agreement. Each party shall bear one half (1/2) the fee of the Arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Any Arbitrator accepting an assignment under this Article agrees to issue an award within ninety (90) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

Section 8.4.

If either party, after due notice thereof, should fail to appear or present its case or defense in an arbitration hearing, the Arbitrator is authorized to hear and decide the case on the basis of the evidence presented.

ARTICLE 9
MISCELLANEOUS

Section 9.1 Health and Safety.

The City will provide a safe and healthy workplace. Employees shall be required to comply with all rules, regulations or policies required by law or the City to insure safety and healthful conditions at the work site. The City may also prohibit all smoking in any of its facilities, vehicles, and in job sites and customer's facilities. All employees shall wear all safety equipment when required to perform their given task including all safety apparel approved by the FHWA when working on roadways.

Section 9.2 Voting Time.

The City shall observe the provisions of the Illinois law with respect to voting time. The City may require proof of voting. Any person who absents himself for the purpose of voting and who does not actually attempt to vote in the election shall be subject to discharge.

Section 9.3 Bulletin Board.

The City agrees to furnish bulletin board space and the Union Representative or Shop Steward shall have the right to post notices of social gatherings or Union notices which do not impugn

management or pertain to the strike or boycott of other employers on the bulletin board furnished by the City.

Section 9.4 Vehicle Tracking.

All vehicles or equipment owned by the City may have vehicle tracking equipment installed on them. These devices allow monitoring throughout the life of the vehicles or equipment. These tracking systems can be used but are not limited to create reports, conduct use or speed investigations, perform utilization analysis or other functions as directed by the City Manager. Employees using these vehicles or equipment are advised that this information may be used for any purpose the City deems appropriate.

Section 9.5 Electronic Communications Policy.

All electronic files and electronic messages sent to, received by, or stored on City of Greenville telephones or computer systems are the property of the City of Greenville. E-mail messages, text messages and other electronic files constitute business records belonging to the City of Greenville. The City of Greenville has the right to review and will regularly monitor use of its network and telephone system. The City of Greenville also has the right to review and retrieve any information or data sent from, received by, or stored on the City of Greenville's network and telephone system without prior notice to or consent by an employee.

Section 9.6 Union Access.

After first checking in with the Superintendent or other management officials, in his absence, and obtaining the City's permission, an authorized representative of the Union shall have access to the City's facility when necessary and with as little interruption of the work as possible during regular working hours for the purpose of conferring with the Shop Steward, City Officials and officers of the Union, if any, employed by the City.

Section 9.7 Garnishments.

In accordance with Federal and/or State law, the City may discharge an employee when his wages have been withheld pursuant to two (2) or more garnishments for more than two (2) separate claims of indebtedness within any twelve (12) month period; provided that no wage assignment for child support or maintenance of a former spouse and no deduction by the City for a debt to itself shall be deemed a garnishment.

Section 9.8 Stewards.

The Business Manager shall appoint stewards from among bargaining unit employees, who shall assist an employee in presenting a grievance to the employee's Department Head. The Stewards shall be the recognized representatives of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee. Stewards will not investigate or process grievances during working time except to meet with supervisors at mutually agreed-upon times.

After first obtaining written approval from appropriate supervision, Stewards and members appointed by the Local Union to represent the Local Union at local, district, state or international Union conferences may take up to three (3) days per year of any unpaid leave to attend such conferences or meetings. Employees may opt to use any accrued leave for such days also.

Section 9.9 Volunteer Fireman.

Any employee who serves as a volunteer fireman for the City or for any fire department must first obtain proper supervisory approval before leaving work to perform fireman duties and clock out before leaving. Vacation time may be used to attend fire calls.

Section 9.10 Laborers' Political League.

The Employer agrees to deduct amounts from employee's paychecks that voluntarily choose to contribute to the Laborers' Political League. All amounts deducted shall be remitted within fifteen (15) days to the Laborers' Political League. Employees may make two (2) changes in their contribution or participation each calendar year.

Section 9.11 Off-Duty Political Activity.

Employees are allowed to be involved in political activity when not on duty which does not affect their assigned work for the City.

ARTICLE 10
DISCHARGE and DISCIPLINE

Section 10.1 Definitions.

The Employer agrees with the tenets of progressive and corrective discipline, Recognizing, however, that serious offenses may justify severe discipline without the necessity of prior warnings or attempts at progressive or corrective discipline. Disciplinary action may include, but is not limited to, the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension without pay; and
- (d) Discharge.

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 10.2 Manner of Discipline.

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 11
DRUG AND ALCOHOL TESTING

The City may continue its current position of requiring drug and alcohol testing of all applicants and of employees upon a random basis, reasonable suspicion or after accidents when employee negligence, lack of good judgement, or lack of coordination or proper reaction is reasonably suspected. Such testing shall be conducted by a reputable, certified testing laboratory and, except as otherwise mutually agreed by the City and Union, shall apply the standards for a positive test recommended by the National Institute of Drug Abuse. Any employee who tests positive after testing, who refuses to consent to or to take such test, or who attempts to circumvent or frustrate the test results shall be subject to immediate discharge. Any employee injured on the job who is tested as provided above and who tests positive for drug or alcohol at the time of such injury, shall have his Worker's Compensation benefits reduced or eliminated to the maximum extent of the law.

ARTICLE 12
LEAVES OF ABSENCE

Section 12.1 General Leaves of Absence.

A. Requested for Illness of Personal Matters:

Employees in full employment status may request a general leave of absence to cover periods of recuperation from illness or for personal matters. Such leaves, when approved, shall be on an unpaid status. Leaves of absence connected With illness shall not be granted until sick leave has been used. Applications for general leave of absence due to illness or recuperation must be accompanied by a physician's statement. All requests for general leaves of absence shall be submitted to the City Manager.

B. Duration of Leave of Absence:

Leaves of absence may be granted for up to ninety (90) days, with extensions of additional ninety (90) day periods up to a total on one (1) year's leave, after which time the Employer / Employee relationship shall be terminated. An employee may, during the leave, return to full employment status upon at least two (2) weeks' notice in writing to his supervisor and upon approval by the City Manager.

Section 12.2 Sick Leave.

A. Privilege-Accrual Allowed:

Sick leave is a privilege, not a right, extended to all full-employment status employees. Sick leave is accrued on the basis of one (1) day for each month of service worked. Sick leave may not be used to obtain additional vacation time. Abuse of sick leave privileges is deemed sufficient cause for termination.

B. Reporting:

In cases where an employee cannot report for duty due to personal illness or that of a sick dependent child or spouse, the Supervisor or Department Head shall be advised no later than 8:00 a.m. of the day of absence or as designated by the Department Head.

C. Doctor's Certificate Required:

Supervisors may require a doctor's certificate from employees who are absent for 3 or more days.

D. Sick Leave During Probationary Period:

During an employee's probationary period, sick leave shall not accrue for each month worked; probationary employees may be paid for days not worked due to sickness during such probationary period upon approval of their Department Head. Employees not satisfactorily completing the probationary period shall not be entitled to accrued sick leave upon separation from the City.

Section 12.3.

Any employee elected or appointed as an official of the Union or delegate to any labor activity necessitating a leave of absence shall notify the City as soon as possible of the date or dates during which such absence is anticipated. If reasonable notice is given, he shall be granted a

leave of absence without pay, and his continuous service shall not be broken, provided that such leave shall not exceed twelve (12) months. Upon written request prior to the expiration of such leave, the City may extend such leave for additional fixed periods by written notice to the employee with a copy to the Shop Steward. Any employee returning from a Union leave in excess of six (6) months shall give at least thirty (30) days written notice of his desire to return to work.

Section 12.4.

Any leave taken under the Federal or any other applicable Family and Medical Leave Law may not be extended or otherwise taken in addition to leave under this provision so as to extend the time away from work. There will be no pyramiding of leave. The City reserves the right to count the time taken under the Federal, or any other applicable Family and Medical Leave Laws, as time taken under this policy and to require employees to substitute available paid time off for FMLA leaves. The employee may designate the type of available accrued time which is to be exhausted first. The parties recognize the City's responsibility to address the issues raised by the Federal Family and Medical Leave Law and accordingly, the City may adopt and/or modify a Family and Medical Leave Policy that is done pursuant to and as allowed by the provisions of the Federal Family and Medical Leave Law.

Section 12.5.

Regular employees who leave the service of the City to enter the United States Armed Forces, the U.S. Maritime Commission, the National Guard, or for other selective or compulsory civilian service shall, upon their return, be granted such rights as are provided under applicable Federal and/or State law.

ARTICLE 13
BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall be allowed three (3) working days leave and these three (3) working days shall not be charged to sick leave. Immediate family shall mean the death of a spouse, father, mother, brother, sister, son, daughter, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, maternal or paternal grandparents, including step relations in the same categories as the aforesaid. Leave for aunts and uncles shall be granted without pay.

ARTICLE 14
JURY LEAVE

When regular, full-time employees are required to perform jury service, they shall immediately notify their supervisor upon receipt of notice of call to such service. This Article shall not be applicable to jury service on more than five (5) work days in any twelve (12) month period. The City will pay the employee at their regular rate of pay as though they had worked the hours missed due to jury duty. Employees will remit to the City any pay received for jury duty, except any payments for mileage or meals. Employees whose jury duty does not require them to be absent an entire shift shall immediately report their availability for work that day to their supervisor. Whenever considered necessary by the City because of operational needs, an employee shall cooperate with the City in requesting a postponement of jury service.

ARTICLE 15
HOLIDAYS

Section 15.1

Each regular, full-time employee who has been in the continuous service of the City for at least ninety (90) days prior to any of the holidays hereinafter listed, irrespective of what day of the week the holiday may fall, shall receive eight (8) hours of pay at his regular basic straight-time hourly rate of pay for each such holiday, provided, however, that such employee shall have worked all hours required on the last scheduled workday before and on the first scheduled workday after the holiday or holidays (in the case of two holidays on successive days) or days celebrated by the City as such, unless the employee takes a sick day, vacation day or personal day preapproved by the Employer. Probationary employees shall not be entitled to holidays or holiday pay during their first one hundred eighty (180) days of employment. The holidays shall be:

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

Section 15.2.

Employees who work on an observed holiday shall be paid for such work at the time and one-half their regular basic hourly straight-time rate of pay for all hours of work performed on the holiday together with, if eligible, the holiday pay provided for above.

Section 15.3.

Most holidays are observed on the actual date of the holiday. Sometimes, usually when the actual holiday date falls on Saturday or Sunday, they are observed on the Friday before or the Monday after the actual holiday date.

For the purpose of pay consistency, all employees shall receive holiday compensation of eight (8) hours on the day each holiday is observed. Any employee who works on the day a holiday is observed shall receive time and one half (1 ½) hours for each hour worked on the observed holiday.

Each employee will receive eight (8) hours of straight time for each of the observed days of the holidays listed in Section 15.1. Should an employee work on one of the observed holidays, they will receive pay at the rate of time and one half (1 ½) their regular rate for the time worked in addition to the holiday pay.

An employee working a holiday on the actual, rather than the observed date will receive regular straight time pay for that day unless it is more than eight (8) hours in the day or forty (40) hours for the week.

Section 15.4.

If a holiday falls within an employee's scheduled vacation period, the employee shall receive holiday pay.

ARTICLE 16
VACATIONS

Section 16.1.

Full-time employees will be granted paid vacation as follows:

One (1) year of Service	Six (6) Days
Two (2) through five (5) years of Service	Twelve (12) Days
Five (5) years of Service	Eighteen (18) Days
Ten (10) years of Service	Twenty (20) Days

Section 16.2.

To be eligible for vacation, a full-time employee must actually work during the month in which vacation is earned. The vacation period will be from January 1 to December 31. Employees may make written request (Personal Action Form) for the vacation of their choice on a notice posted for this purpose by the City. A schedule will be posted from January 1st to December 31st for this purpose. The approved vacation schedule shall be posted by the City by January 15. Where conflict occurs between two (2) or more employees in a given classification who desire the same vacation period, their length of service shall be the determining factor. Once put in writing and approved by supervisor or department head, the request may not be changed without first meeting with the employee to discuss the problem with the request (this will apply to all forms of request written on this form).

Section 16.3.

For all vacations not on the approved vacation schedule, employees must give the City notice of their intention to take vacation at least eight (8) hours prior to the start of their regular shift and such request must be approved by their Supervisor.

ARTICLE 17
LEGALITY

If any part of this Agreement or any application thereof shall be rendered or declared invalid because of any law, regulation, order or decree of any court or board, then only that part, provision or application rendered or declared invalid shall be considered null and void, and the remainder of this Agreement shall remain in full force and effect according to its original terms; provided, however, that in such event the parties shall agree to negotiate in good faith for such modified provisions as will most closely and lawfully effectuate the original intention of the parties.

ARTICLE 18
EQUIPMENT, ACCIDENTS, REPORTS

Section 18.1.

Any employee involved in an accident or incident, if able, shall immediately report said accident/incident and any physical injury sustained in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident or incident. Reports are to be made out on City time at the applicable hourly rate and employees are subject to discipline, up to and including discharge, for failure to complete reports or for providing false information.

Section 18.2.

Employees shall immediately report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. A copy will be furnished to the employee upon request.

Section 18.3.

The Employer shall not require any employee to operate equipment that has been reported as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

ARTICLE 19
ON-The-JOB INJURY, SERVE AS WITNESS

Section 19.1.

Whenever the City determines an employee is unable to complete a day's work because of injury in the line of duty, he is to receive no less than his normal straight-time earnings for that day.

Section 19.2.

All time spent receiving medical attention on the date of injury and related to the injury, shall be paid as time worked at the appropriate hourly rate of pay.

Section 19.3.

Any employee required to serve as a witness at the request of the Employer, shall be compensated for all time involved, at the appropriate hourly rate of pay.

ARTICLE 20
WAGES

Section 20.1 Wage Chart.

The following charts reflect a three percent (3%) wage increase in years one and two and a two percent (2%) wage increase in year three of the agreement. Wage increases shall be paid retroactive to the start date of this Agreement.

	1yr.	2 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.	30 yrs.
<u>6/1/15</u>								
Probation	\$17.25	\$17.46	\$17.87	\$18.39	\$18.90	\$19.42	\$19.93	\$20.45
Trainee	\$17.46	\$17.66	\$18.08	\$18.59	\$19.11	\$19.62	\$20.14	\$20.65
D/4/L1	\$17.66	\$17.87	\$18.28	\$18.80	\$19.31	\$19.83	\$20.34	\$20.86
C/3/L2	\$17.87	\$18.08	\$18.49	\$19.00	\$19.52	\$20.03	\$20.55	\$21.06
B/2/L3	\$18.08	\$18.28	\$18.69	\$19.21	\$19.72	\$20.24	\$20.75	\$21.27
A/1/L4	\$18.49	\$18.69	\$19.11	\$19.62	\$20.14	\$20.65	\$21.17	\$21.68
 <u>6/1/16</u>								
Probation	\$17.77	\$17.98	\$18.41	\$18.94	\$19.47	\$20.00	\$20.53	\$21.06
Trainee	\$17.98	\$18.19	\$18.62	\$19.15	\$19.68	\$20.21	\$20.74	\$21.27
D/4/L1	\$18.19	\$18.41	\$18.83	\$19.36	\$19.89	\$20.42	\$20.95	\$21.48
C/3/L2	\$18.41	\$18.62	\$19.04	\$19.57	\$20.10	\$20.63	\$21.16	\$21.70
B/2/L3	\$18.62	\$18.83	\$19.26	\$19.79	\$20.32	\$20.85	\$21.38	\$21.91
A/1/L4	\$19.04	\$19.26	\$19.68	\$20.21	\$20.74	\$20.74	\$21.27	\$22.33

	1yr.	2 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.	30 yrs.
<u>6/1/17</u>								
Probation	\$18.13	\$18.34	\$18.77	\$19.32	\$19.86	\$20.40	\$20.94	\$21.48
Trainee	\$18.34	\$18.56	\$18.99	\$19.53	\$20.07	\$20.61	\$21.16	\$21.70
D/4/L1	\$18.56	\$18.77	\$19.21	\$19.75	\$20.29	\$20.83	\$21.37	\$21.91
C/3/L2	\$18.77	\$18.99	\$19.42	\$19.97	\$20.51	\$21.05	\$21.59	\$22.13
B/2/L3	\$18.99	\$19.21	\$19.64	\$20.18	\$20.72	\$21.26	\$21.80	\$22.35
A/1/L4	\$19.42	\$19.64	\$20.07	\$20.61	\$21.16	\$21.70	\$22.24	\$22.78

Section 20.2 Lead Operator / Foreman Position.

Each department is intended to have a Lead Operator/Foreman position starting September 1, 2012. This position will transition the elimination of the Superintendent position through attrition in the Water and WWTP department. The Lead Operator/Foreman position will be paid an additional \$1.00 per hour.

**ARTICLE 21
INSURANCE**

The City will provide health insurance to the employees covered under this Agreement on the same terms as is provided to other non-represented employees of the City.

**ARTICLE 22
MISCELLANEOUS BENEFITS**

Section 22.1 Personal Hours.

All full-time employees shall be entitled to two (2) personal days per calendar year to be used in the conduct of personal affairs. Personal days shall be taken only with the prior approval of the applicable Department Head. Personal days may be taken with such approval at any time within the calendar year. Personal days off accrue January 1st of each year of this Agreement (4 hours each quarter). The final pay of an employee who leaves full-time employment and has utilized more personal hours off than have accrued during a calendar year shall be reduced for the unaccrued personal days taken. Personal days do not accrue or carry over between calendar years. Personal leave hours must be used as time off while an employee is in full employment status and will not be considered compensable time earned at separation.

Section 22.2.

Consistent with the wage schedule contained in Article 20 each employee of the Water and Sewer and Street Departments shall be paid at the rates appropriate for the licensure or training levels shown.

Section 22.3.

The City will pay for the cost of an employee's hepatitis B Vaccination, if required.

Section 22.4 Clothing Allowance.

The City shall provide five (5) short sleeve and five (5) long sleeve uniform safety shirts or other shirts as may be required to each member of the bargaining unit within thirty (30) days of each anniversary date during the term of this Agreement.

The City shall also pay four hundred and fifty dollars (\$450.00) annually to each employee within thirty (30) days of the contract renewal date either by check or included on a payroll check as a separate item, which will produce a 1099. Employees are expected to arrive at work dressed appropriately and will be sent home to get appropriate clothing when required.

The City will provide one (1) pair of rubber boots for all employees in the Public Works, Wastewater and Water Treatment Departments.

The City shall provide for all employees working outside during inclement weather the choice of either a pair of insulated coveralls or a pair of insulated bid-overalls and an insulated jacket. The City shall replace said coveralls or bid-overalls/jacket as it determines as needed by wear and tear.

Section 22.5 Schooling.

The City provides all tuition fees for schooling enrolled and completed by full-time employees, as long as they are job-associated and approved by the City Manager. It is the intent of the parties to insure that all current employees shall have the opportunity to attend and obtain the necessary course work in order to move through the wage scale steps during the course of this Agreement.

Any employee failing to obtain their certification or license within 6 months after said class shall reimburse the City for all tuition costs. The City will reimburse tuition expenses after the employee provides evidence of at least a "C" average and has attended at least 80% of the classes. For certification classes that are approved by the City Manager, the City will pay the tuition for said classes without reimbursement. The City will reimburse the employee for the difference in cost between a regular driver's license and a Commercial Driver's License. All employees in the Water WWTP, and Street Department are encouraged to maintain a Commercial Driver's License as it is required to drive some City equipment.

Section 22.6 Training for Public Works Employees.

The Employer and the Union agree to allow the employees at the City of Greenville Public Works to participate in the Laborers' Training Programs. The cost will be paid by the Employer at the rates set by the Laborers' Training Program. Employees must obtain certification or reimburse the City for said tuition costs. The City will follow current State statutes regarding testing opportunities or three attempts to pass a test whichever is less.

If an employee is sent by the City to training of any kind they shall have their hours adjusted or shall receive overtime pay for all hours over their normal eight (8) hour day. Employees shall receive their normal pay for the hours of attending classes. If classes are not within commutable distance employees will be reimbursed travel expenses under the travel expense guidelines of the City.

ARTICLE 23
WAIVER OF FURTHER BARGAINING

Section 23.1.

Since this Agreement expresses the understandings of the parties in respect to all matters deemed by them to be applicable to the bargaining unit for the term of this Agreement, the City and Union 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 matter referred to or covered by this Agreement or with respect to any subjects or matters not specifically referred to or covered by this Agreement and even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 23.2.

The City and Union do not by this Agreement waive any rights, legal or equitable, which it would otherwise have, except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties.

ARTICLE 24
DUES CHECK-OFF

Section 24.1.

All dues, initiation fees, and assessments levied by the Union on the employees covered by this Agreement shall be checked-off from the wages of such employees once each month, and shall be remitted by the City to the Secretary-Treasurer of said Union. The check-off, however, is to apply only to such employees covered by this Agreement who authorize the City in writing to so check-off. If an employee(s) should at any time contend that the City acted wrongfully or illegally in making a check-off for dues, initiation fees, or assessments, the Union will defend and protect the City against expenses, repayments, or losses on account of such contention. (See Appendix A for Check-off Authorization and Assignment Form to be signed by employees authorizing such check-off.)

ARTICLE 25
TERMINATION OF AGREEMENT

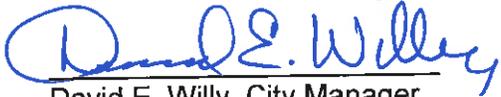
This Agreement shall become effective as of June 1, 2015, and shall remain in full force and effect through the 31st day of May 2018, and each year thereafter, unless written notice of termination or desired modification is given at least ninety (90) days prior to the expiration date or any subsequent anniversary thereof by either of the parties hereto.

Signatures To Agreement

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several copies, effective as of June 1, 2015, subject, however, to ratification by members of the Union covered by this Agreement.

FOR THE CITY:

City of Greenville, Illinois



David E. Willy, City Manager

10/20/15
Date

FOR THE UNION:

Laborers' Local 773



Kevin L. Starr, Business Manager

10-19-15
Date

The Southern and Central Illinois
Laborers' District Council



Clint B. Taylor, Business Manager

10-19-15
Date

LABORERS' LOCAL 773

5102 Laborers' Way
Marion, Illinois 62959
(618) 993-5773
E-mail: laborer@local773.com

**Affiliated with
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

CHECKOFF AUTHORIZATION AND ASSIGNMENT

CITY OF GREENVILLE

Name of Employer

I, _____, (print name), do hereby assign to Local Union 773, Laborers' International Union of North America, AFL-CIO such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of any subsequent agreement between my Employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____.

_____		_____	
Phone Number	Employee Signature		
_____		_____	
Date of Birth	Social Security Number		

Street			
_____		_____	_____
City		State	Zip Code
_____		_____	
County		Email Address	
_____		_____	
Initiation Fee	Date Employed	Dues	