

RESOLUTION NO. 092-2022

A Resolution Authorizing Execution of an Agreement Between the City of Effingham and International Brotherhood of Teamsters Local No. 26

WHEREAS, the City Council of the City of Effingham, Illinois has determined it to be in the best interest of the City to enter into a collective bargaining agreement with the International Brotherhood of Teamsters Local No. 26, effective May 1, 2022 – April 30, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EFFINGHAM, EFFINGHAM COUNTY, ILLINOIS THAT:


Section 1: Steven Miller, City Administrator, and Mike Schutzbach, Mayor, are hereby authorized to execute an agreement with the International Brotherhood of Teamsters Local No. 26, a copy of which agreement is attached hereto as “Exhibit A” and incorporated herein by this reference.

Section 2: The City Clerk is hereby directed to deliver one signed original of the agreement to the International Brotherhood of Teamsters Local No. 26.

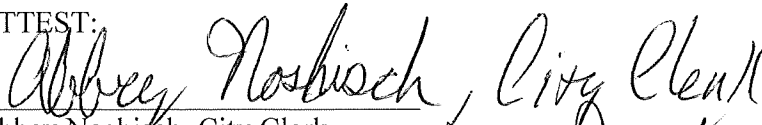
Placed on file this 25th day of July, 2022.


Presented, adopted and approved this 2nd day of August, 2022

YEAS: 5
NAYS: 0
ABSENT: 0



Mike Schutzbach, Mayor

ATTEST:


Abbey Nosbisch, City Clerk
By 

Representing Management Exclusively in Workplace Law and Related Litigation



Jackson Lewis P.C.
222 South Central Avenue
Suite 900
St. Louis, MO 63105
Tel 314 827-3939
Fax 314 827-3940
www.JacksonLewis.com

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*through an affiliation with Jackson Lewis P.C., a Law Corporation

MY DIRECT DIAL IS: 314-746-4800
MY EMAIL ADDRESS IS: MICHAEL.LOWENBAUM@JACKSONLEWIS.COM

July 12, 2022

Mr. Tim Donovan
Business Representative
Teamsters Local 26
908 North Neil
Champaign, Illinois 61820

Re: Teamsters Contract Side Letter

Dear Tim:

Based on advice from our benefits administrator for the Plan, we need to substitute the language currently in Article 16, Section 3, A on page 32 with the following.

Unused vacation time in excess of the respective employee's carryover limits, at the end of the calendar year, must be put in the employee's post-employment healthcare plan account.

If the above is consistent with your understanding of the parties' agreement, please acknowledge by executing below. If you have any questions, please do not hesitate to contact me.

Very truly yours,
JACKSON LEWIS P.C.

R. Michael Lowenbaum
Principal

RML/ss

ACCEPTED AND AGREED

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL NO. 26**

Tim Donovan

Date

CITY OF EFFINGHAM, ILLINOIS

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL NO. 26**

CONTRACT EFFECTIVE: May 1, 2022 – April 30, 2025

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This Agreement is entered into by and between the City of Effingham, Effingham, Illinois, an Illinois municipal corporation (hereinafter referred to as the Employer) and the International Brotherhood of Teamsters Local No. 26, (hereinafter referred to as the Union.)

ARTICLE 1
PREAMBLE

It is the purpose of this Agreement and the intent of the parties hereto to establish and promote mutual harmonious understandings and relationships between the Employer and the Labor Council, to promote overall City-wide efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and understandings contained herein, the parties hereby, by their duly authorized representatives and/or agents, mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all full- and part-time employees of the Public Works Department that includes the following Divisions: Water Distribution, Sewage Treatment Plant, Water Treatment Plant, Street and Sewer Collection, Mechanics, and Public Properties, excluding all office personnel, elected officials employed by the City of Effingham, as well as all temporary, seasonal, supervisory, managerial, clerical, short term, and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 2. New Classifications

If the inclusion of a new bargaining unit position classification is agreed to by the parties, or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade and other conditions of employment for the classification.

Section 3. Probationary Period

All new employees shall serve a probationary period of twelve (12) months. During the probationary period, the employees may be discharged with or without cause and without further recourse under any of the grievance provisions of this contract, provided however, the Employer may not discharge or discriminate against an employee in violation of the law. Upon completion of the twelve (12) month probationary period, the employees shall be granted seniority from his or her most recent date of hire. Benefits for vacation, holidays, and sick leave will begin after thirty (30) days of employment unless otherwise provided for in this Agreement.

Section 4. Stewards

The local Union shall retain the right to appoint five (5) Union Stewards to represent the employees in the bargaining unit. The Employer shall be notified in writing by the Union as to the identity of the Stewards. The Employer shall be notified in a like manner of any change of the same. Stewards will be permitted up to two (2) hours per week to investigate and handle grievances without loss of pay.

Section 5. Supervisors, Managers and Department Heads

Both parties agree that from time to time it may be necessary for supervisors, managers or department heads to do bargaining unit work and this Agreement shall not prohibit supervisors, managers or department heads from performing any of the work of the unit members from time to time, including responding to calls during normal work hours (for assessment and incidental purposes only), so long as there is no reduction in the

bargaining unit as a result thereof and as long as there is no attempt to circumvent overtime or the assignment thereof. The performance of incidental bargaining unit work by a supervisor shall not be considered to be an attempt to circumvent overtime.

Section 6. Definition

(A) City Administrator, Director of Public Works and Operations Manager are the individuals primarily responsible for the operations of the City's Street and Sewer Collection, Sewage Treatment Plant, Water Distribution, Water Treatment Plant, Mechanics (if any) and Public Property Divisions.

(B) Supervisors are managers and directors. Foreman and/or Chiefs are bargaining unit employees serving in a lead capacity and will have supervisory authority for the employees working with them. It is further agreed that Foreman and/or Chiefs will be designated by the City and that the City's decision as to which employee is designated as a Foreman and/or Chief is not reviewable under the provisions of Article 9.

(C) Part-time is anyone expected to work four (4) consecutive quarters for a total of at least 1,000 hours but not more than 1,500 hours. It is further agreed that subsequent to ratification, any current or new part-time employee who works for thirty-six (36) months or more in that capacity will be converted to full-time status.

(D) Seasonal employees will only be employed for the specific season (e.g. summer, winter, mowing) and are not covered by the Agreement for any purposes.

Section 7. Flexibility

It is agreed between the parties, as a part of the City's restructuring of its Public Works functions as follows:

(A) Any employee covered by this Agreement can work anywhere and perform any work covered by this Agreement as long as the employee is qualified to do so.

(B) Employees will maintain their same rate of pay for all work performed.

(C) No employee will be disciplined for issues resulting from performing

work that they have not previously performed or been trained to perform.

(D) Foreman and/or Chiefs will supervise the work and will have supervisory authority in that capacity.

(E) Other employees can be designated by the City to substitute for Foreman and/or Chiefs and will have supervisory authority while functioning in that role. Employees who are upgraded to the position of Foreman and/or Chief for one entire day will receive an extra three dollars (\$3.00) per hour for each hour worked as a Foreman and/or Chief, not to exceed the base wage of the Foreman's pay.

(F) All bargaining unit employees pledge to respect and follow the instructions that they receive from Foreman and/or Chief and will perform the work as instructed and may file a grievance later, if appropriate.

ARTICLE 3 **MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the City Departments covered by this contract and all management rights repose in it. Nothing herein shall affect the internal control authority of the Employer. Except as specifically amended, changed or modified by this Agreement, these management rights include, but are not limited to, the following:

(A) To direct all operations of each Department covered by this Agreement.

(B) To determine the overall budgets.

(C) To establish work rules and schedules of work including starting and quitting times, shift, rotations and any other conditions associated with hours of work, to the extent they are not otherwise provided for in this Agreement.

(D) To create an organizational structure, to hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Divisions covered by this contract.

(E) To suspend, discharge and take other disciplinary action for just cause against employees, other than probationary employees, under the established work rules and regulations of the Employer and the provisions of this Agreement.

(F) To lay off employees.

(G) To determine quality and maintain efficiency of the operations of the Employer.

(H) To introduce new or improved methods or facilities.

(I) To change existing methods or facilities.

(J) To determine the kinds, quality and amounts of services to be performed as pertains to all Divisions covered by this Agreement and the number and kind of classifications to perform such services.

(K) To contract out for goods and services, to the extent it is not otherwise provided for in this Agreement.

(L) To establish, implement and maintain an effective internal control program.

(M) To establish reasonable rules relating to Employer procedures and operations.

(N) To determine the methods, means and personnel by which the Employer's operations are to be conducted; and.

(O) To take whatever action is necessary to carry out the function of the Employer in situations of emergency.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other Article contained in this Agreement, and to the extent not expressly provided for in

this Agreement, the operations of the Employer shall be left to the sole exclusive discretion of the Employer.

ARTICLE 4
LEAVE OF ABSENCE

The City recognizes that a leave of absence from active employment may be necessary for family or medical reasons. The following leave of absence policy complies with the provisions of the Family and Medical Act of 1993 (FMLA).

A. Eligible Employees

Employees eligible for family and medical leave are those who:

1. are one (1) of fifty (50) employees within a seventy-five (75) mile radius;
2. have been employed for at least twelve (12) months; and
3. have worked at least one thousand two hundred fifty (1250) hours during the previous twelve (12) month period.

An eligible employee may take unpaid leave for the following reasons:

1. the birth of the employee's child;
2. the placement of a child with the employee for adoption or foster care;
3. the care of a child, spouse, or parent ("family member") who has a serious health condition; or
4. the serious health condition of the employee.

B. Length Of Leave

An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave within a twelve (12) month period without loss of seniority or benefits. The amount of leave available to an employee at any given time will be calculated by looking backward at the amount of leave taken within the twelve (12) month period immediately preceding the requested leave. An employee who fails to return to work immediately following expiration of the authorized leave period will be considered to have voluntarily resigned. All leave

taken under this policy and leave for any other reason which would qualify under FMLA (which includes worker's compensation leave) will be counted against the employee's leave entitlement under FMLA.

C. Substitution Of Paid Leave

During a family or medical leave provided under this policy, an employee shall first exhaust all accrued and unused vacation, comp time or personal days except for one (1) week before continuing such leave on an unpaid basis. During a leave related to the employee's serious health condition, the employee shall also exhaust any available paid sick leave or short-term disability pay before continuing such leave on an unpaid basis.

D. Certification

If an employee takes a leave of absence because of the serious health condition of the employee or the employee's family member, the employee must submit to the Director of Public Works written medical certification from a health care provider of the serious health condition. Failure to provide such certification upon request may result in a denial or delay of leave. The City reserves the right to require that the employee receive a second (and possibly a third) opinion from another health care provider (at the City's expense) certifying the serious health condition of the employee or the employee's family member. The City reserves the right to require that an employee provide the City with recertification of the medical condition for which leave is taken.

Before being returned to work, an employee who is on leave of absence as a result of his or her own serious health condition must submit a health care provider's written certification that the employee is able to return to work. Failure to provide such certification may result in the delay or denial of job restoration.

During the employee's leave, the City may also periodically inquire as to the employee's intent to return to work, and to see the physician of choice by the City. City will pay any physician charges for these visits.

E. Intermittent Or Reduced Leave

Leave taken because of the employee's or family member's serious health condition may be taken on an intermittent or reduced schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced schedule basis, the employee must submit medical certification, as discussed above, and additional certification from the health care provider that the intermittent or reduced schedule leave is medically necessary. The City may require an employee taking intermittent or reduced schedule leave to transfer temporarily to an alternative available position for which the employee is qualified or may modify the employee's current position to better accommodate the employee's recurring periods of leave.

F. Insurance Premiums

During the employee's family or medical leave of absence, the City will continue to provide health insurance coverage for the employee; however, the employee will remain personally responsible for paying the employee's portion of the insurance premium. Such payments may be made prior to the leave and must be submitted directly to the City Clerk. Failure to pay premiums in a timely manner may result in lapse of coverage.

Payments for all other benefits must be paid in full by the employee during the period of leave. If the employee chooses not to make such payments, the employee will nevertheless be restored to the plan with no break in service upon return from leave. An employee who does not return may be required to repay any insurance premiums paid by the City during leave.

G. Job Restoration

Upon return from family or medical leave in accordance with this policy, the employee will be returned to the same or an equivalent position with no loss in benefits and seniority which accrued prior to the leave of absence. An employee who does not return to

work at the end of an authorized leave will be considered to have voluntarily resigned.

H. Employee Notification

An employee who expects or anticipates taking a family or medical leave is required to notify the Director of Public Works of the date of commencement and the expected duration of the leave at least thirty (30) days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. In cases where the need for leave is foreseeable, an employee's failure to provide thirty (30) days' notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a complete application for leave form to the Director of Public Works.

I. Military Leave

The City will comply with current applicable federal, state, and local laws concerning military leaves of absence.

J. Other Leaves (Including Jury Duty Leave)

The City Council may authorize special leaves for the following purposes:

1. Without pay for urgent personal business requiring the employee's attention for an extended period.
2. For serving on a jury (with a maximum of the first four weeks of jury duty per calendar year being with pay and the remainder of jury duty leave, if any, being without pay). For any period of jury duty, the employee must turn over to the City the jury duty pay received and will then receive pay at the employee's regular pay rate for the hours of work missed, up to the four (4) week maximum.
3. With pay (to the extent provided by the Illinois Worker's Compensation law) in case of a work-related injury (which also may be covered, concurrently, by the Family and Medical Leave Act). Employees must attempt to schedule therapy, physician's appointments, etc. during non-working hours and are not compensated for these activities during non-working hours.

ARTICLE 5 **NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

The City of Effingham is an equal opportunity employer and, in keeping with its established policy, pledges itself to the following policy for all employees as well as

applicants for employment. The City of Effingham will hire, place, upgrade, transfer, promote, recruit, advertise, solicit for employment, treat during employment, pay and otherwise compensate, select for training, lay off or terminate, provide benefits, tuition assistance, social and recreational programs without regard to race, color, creed, religion, sex, age, national origin, ancestry, disability, handicap, marital status, status as a qualified disabled veteran or veteran in accordance with applicable federal and state law. The City of Effingham will base all decisions on employment so as to further the principle of equal employment opportunity, and will ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

Section 2. Union Activity

Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employee because of Union membership or non-membership.

Section 3. Use of Masculine Pronoun

The use of the masculine pronoun herein is understood to be for clerical convenience only and it is further understood that the masculine pronoun applies to both genders.

Section 4. Union Leave

When an employee leaves employment with the City to take full-time employment with the Union, the employee shall be considered on a leave of absence for up to a maximum of four (4) years. The employee shall at such time have the option of returning to his former employment with the City, without loss of seniority rights.

Section 5. No Harassment

The City of Effingham does not tolerate harassment of our job applicants or

employees. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, disability or handicap, is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to slurs, jokes, other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, age, citizenship status, disability or handicap. Violation of this policy by an employee shall result in disciplinary action, up to and including immediate discharge.

Sexual harassment in particular is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(a) submission to or rejection of such conduct is made either implicitly or explicitly a term or condition of an individual's employment; or

(b) submission to or rejection of such conduct by an individual is used as the basis for any employment related decision affecting the individual; or

(c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating a hostile intimidating, or offensive working environment through such conduct.

Such conduct is illegal.

Examples of sexual harassment may include unauthorized touching of a sexual nature, making requests for sexual favors, pressure to engage in sexual activity as a condition of employment or promotion, leering or ogling, or telling jokes or stories of a sexual nature.

If you feel that you are being harassed based upon your race, color, sex, religion, national origin, age, citizenship status, disability or handicap, you should at once make your feelings known to your immediate supervisor. The matter will be investigated, and where appropriate, disciplinary action taken. If you do not feel that the matter can be discussed with your supervisor, or if you are not satisfied with the way your report has been handled, arrange for a conference with the Director of Public Works to discuss your complaint. Remember, do not assume that the City is aware of the harassment. It is your

responsibility to report incidents you know about.

In addition, employees who believe they are being harassed may contact the Illinois Department of Human Rights at (217)785-5100 or the Illinois Human Rights Commission at (217)785-4350. Remedies available through the Human Rights Department and Human Rights Commission in case of a valid substantiated complaint may include but are not limited to: (a) cease and desist orders, (b) actual damages, (c) hiring, reinstatement, promotion, back pay and employee benefits, (d) attorney's fees and costs, (e) compliance reports, (f) posting of compliance notices, and (g) loss of public contracts. Employees who file a complaint with the City, or the Human Rights Department will not be retaliated against based on such complaint.

This policy refers not only to supervisor/subordinate actions, but also applies to action between co-workers. Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by any non-employee.

ARTICLE 6 **LABOR/MANAGEMENT COMMITTEE**

There shall be a Labor/Management Committee consisting of five (5) Union representatives and five (5) Employer representatives. The Committee shall meet on request of either party to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Union and the Employer.

ARTICLE 7 **WORK STOPPAGE**

Section 1. Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or City employees will instigate,

promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

Section 2. Union Action

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1 of this Article, the Union shall immediately order such members in writing to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 1. The following work rules are hereby published so that all of our employees will know what is considered unacceptable conduct and to insure the consistent application of disciplinary actions for violations of these rules. The City views disciplinary action as being primarily for progressive corrective purposes. Listed below are specific rules and discipline for violations which are designed to insure a smooth-running organization in the best interests of all employees, the City and our residents.

The offenses and discipline listed below are not all-inclusive. Unacceptable conduct not specifically covered by these rules may result in disciplinary action, depending upon the circumstances. Repeated violations of the same rule, violations of more than one rule in a single act, or violations of different rules at different times shall result in accelerated or compound disciplinary action. The following apply to all employees who are covered by the Personnel Policies and Procedures.

Any disciplinary action based on the first, second or third infraction shall remain in

effect for twelve (12) months from the date of the infraction. Disciplinary notices will be issued within ten (10) working days' notice of actual knowledge of the City to the incident(s) in issue except in cases where the employee has been suspended pending an investigation.

Violations are categorized as: Group A – Immediate Discharge
 Group B – Two Step Basis
 Group C – Four Step Basis.

Group A - A violation of any "Group A" rule is considered so serious that such a violation will result in IMMEDIATE DISCHARGE.

1. Engaging in any unlawful conduct on City premises, or engaging in any unlawful conduct off City premises (excluding minor traffic violations) which affects the employee's relationship to his or her job or his or her fellow employees.
2. Falsifying work or attendance records, falsifying employment applications, or falsely claiming to be sick or injured.
3. Theft from the City, employees or residents, or visitors to City facilities.
4. Violations of the applicable City's Drug and Alcohol Policy calling for termination of employment.
5. Intentionally misusing, destroying or damaging any City property, equipment or the property of any employee or resident.
6. Unauthorized removal of City records or copies of such from the premises.
7. Unauthorized release of any confidential information, which directly affects the business of the City, and/or the records of residents.
8. Failure to obey specific instructions of a supervisor in performance of specific job or task assigned or any other form of insubordination. No employee will be disciplined for failure to perform an unsafe act.
9. Serious or repeated violations of the City's No-Harassment Policy.
10. Being the aggressor in a fight on City premises.
11. Using threatening language in the workplace or while on duty or engaging in threatening conduct in the workplace or while on duty.
12. Unauthorized use of any weapon or ammunition at any time on City premises while receiving compensation from the City.
13. Repeated or gross violation of City safety or fire rules.

Group B - A violation of any "Group B" rule shall be handled on a Two Step Basis as follows:

First Infraction	Three (3) work day suspension without pay
Second Infraction	Discharge

1. Refusal or failure to perform job assignment. No employee will be disciplined for failure to perform an unsafe act.
2. Unauthorized sleeping during scheduled working hours.
3. Secondary employment in violation of the City's policy.
4. Failure to report for scheduled duty.

Group C - A violation of any "Group C" rule shall be handled of a Four-Step Basis as follows:

First Infraction	Verbal warning
Second Infraction	Written warning
Third Infraction	Three (3) work day suspension without pay
Fourth Infraction	Discharge

1. Negligence or carelessness.
2. Failure to comply with City policy or procedure.
3. Failure to promptly notify supervisor of absence.
4. Failure to promptly report accident or injury.
5. Failure to properly perform assigned duties.
6. Failure to notify the City in writing of change of personal information or beneficiary designation change within seven (7) days of same.
7. Failure to properly fill out City reports or records in a timely manner.
8. Acting or speaking in a discourteous manner toward a fellow employee or any visitor to City facilities.
9. Improper use of computers, PC's, copy machines or other office equipment.
10. Engaging in improper or inappropriate conduct in violation of the City's No-Harassment Policy which can appropriately be remedied through the corrective disciplinary process.

Section 3. Just Cause

Except for probationary employees, the Employer agrees that disciplinary action

shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to investigate the facts.

Section 4. Limitation

The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to Employer. Such shortcomings, or actions shall include, but are not limited to, carrying of a concealed weapon; possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of City or employee property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substances that may impair an employee's ability to perform any of the duties required; gross negligence in the performance of their job; and unauthorized absences from work. Both the employee and the Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense. The Employer may suspend an employee without pay pending an investigation of all facts and prior to final discipline by the Employer. If after investigation the Employer determines there is no cause for discipline, the employee shall be paid all lost wages.

Section 5. Written Notice

Both the employee, the steward and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. When the employee is notified in a meeting with the Employer of the discipline, the employee shall have the right to be accompanied and represented by the Union steward or a Business Representative of the Union. Disciplinary action may be given to the employee in writing via mail.

Section 6. Manner of Handling Grievance

Grievances that arise as a result of disciplinary action taken by the Employer as provided for in this Article shall be subject to the procedure set forth in Article 9 – Dispute Resolution and Grievance Procedure.

Section 7. Removal of Discipline

Discipline shall remain in the employee's file as set forth in Section 1, above. Should any disciplinary actions be grieved to arbitration by the employee, then the arbitrator may consider any previous discipline of the employee regardless of time.

ARTICLE 9
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as any unresolved dispute between the Employer and the Union or an employee regarding the application, meaning or interpretation of this Agreement, or any other work related issue involving employees of this bargaining unit.

Section 2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee, his steward or business representative and the Director of Public Works.

The employee shall make his or her complaint to the Director of Public Works within ten (10) business days from the date the employee knew or should have reasonably known of its occurrence. The Director of Public Works or his designee will notify the employee of the decision within seven (7) business days following the date when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances, but shall be considered for purposes of applying a limitation period set forth in Section 5 of this Article.

Section 3. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his or her request.

Section 4. Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving employee(s), and the date.

Section 5. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed by the Union within the designated time limits will be treated as withdrawn grievances. If the Employer fails to respond within the time limits, then it shall automatically advance to the next step. Time limits may be extended by mutual agreement.

Section 6. Grievance Meetings

The employee filing the grievance shall be excused from work, with pay, if they are on duty, to attend any grievance meetings. In the event of a grievance, the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety.

Section 7. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

STEP 1 – If no agreement is reached between the employee or steward and the Director of Public Works, as provided for in Section 2 – Dispute Resolution, the Union shall prepare a written grievance and submit the same to the Director of Public Works and City Administrator for the City Administrator to respond. Once the grievance has been referred to the City Administrator in writing, the City Administrator shall have ten (10) business days to meet with the Union steward or business representative and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The City Administrator shall respond in writing to the grievant and the Union within seven (7) business days following the meeting.

STEP 2 – If the grievance is not settled at Step 1, the grievance will be referred in writing to the Effingham City Council within seven (7) business days after the decision of the City Administrator. Once the grievance has been referred to the City Council, the City Council shall, at the next regularly scheduled meeting of the Council, meet with the Union representative and the grievant to discuss the grievance and make a good faith effort to settle it. The City Council shall respond in writing to the grievant and the Union steward or business representative within seven (7) business days following the meeting.

Step 3 – If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) business days after the decision of the City Council. Within ten (10) business days after the matter has been submitted to arbitration, a representative of the Union or the Employer shall write and ask for a panel of seven (7) arbitrators to be submitted by the Federal Mediation and Conciliation Service for purposes of selection. The party requesting arbitration shall make the first strike and alternately thereafter until one (1) arbitrator remains. The parties will make every effort to conclude this process within fourteen (14) days after the arrival of the panel of names. The arbitrator shall be notified of his or her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the Employer and Union Representatives and shall be notified of the issue where it can be mutually agreed upon by the parties. All hearings shall be held in the City of Effingham, Illinois, unless otherwise agreed to.

Grievances over discharge may be filed at Step 2 of the grievance procedure.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable, or if such preliminary determination cannot be reasonably

made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitrator and the cost of the hearing room shall be shared equally by the Employer and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Union from agreeing to use the services of the Illinois Department of Labor. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

ARTICLE 10 **SENIORITY/LAYOFFS/RECALLS**

Section 1. Definition of Seniority

As used herein the term "seniority" shall refer to and be continuous length of service or employment from most recent date of hire of employees covered by this Agreement. Benefit seniority (e.g., vacation) is defined as continuous full-time service with the Employer since the employee's last date of hire with the City.

Section 2. Loss of Seniority

Seniority and the employment relationship shall be terminated if an employee:

- (A) Quits;
- (B) Is discharged;
- (C) Is absent from work two (2) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (D) Is laid off for more than eighteen (18) months, or fails to report to work within ten (10) working days after having been recalled from layoff;
- (E) Fails to report for work at the termination of a leave of absence;
- (F) If an employee on a leave of absence for personal or health reasons, accepts other employment without permission;

- (G) If he or she retires;
- (H) Is absent due to injury off-the-job for a period of twelve (12) months or more; and
- (I) Is absent due to on-the-job injuries for a period of eighteen (18) months or more.

Section 3. Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees on a current basis.

Section 4. Layoff

When the Employer determines that a reduction in the work force is necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off or furloughed. Employees shall be laid off or furloughed in inverse order of seniority provided the most senior employee is qualified and capable of performing the work.

Section 5. Recalls

Employees shall retain recall rights for eighteen (18) months. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled by seniority provided the most senior laid-off employee is qualified and capable of performing the work.

Employees who are eligible for recall shall be given notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on lay off to provide the Employer with his latest mailing address. The employee must notify the Employer within ten (10) working days after receipt of the notice whether the employee will accept recall.

No new employees will be hired until all laid off employees have been given a fair and reasonable opportunity to return to work.

Section 6. Position Transfer

Except for the position of Foreman and/or Lead Operator, employees working under

this Agreement may request transfers to open positions covered under this Agreement. Selection will be at the sole discretion of the City except that if there is an issue regarding qualifications, it will be reviewable subject to the provisions of Article 9.

Section 7. Realignment

An employee, after lay off, may bump another employee in another position with less seniority provided the laid-off employee is qualified and capable of performing the work. Qualifications shall be determined by the Employer and if there is an issue regarding qualifications, it will be reviewable subject to the provisions of Article 10.

Section 8. Furloughs

If the City determines it is necessary to furlough members of the bargaining unit as a part of a City-wide personnel reduction, it will be done in the following manner.

(A) The City will determine the number of hours to be reduced and the time frame for the reduction to be completed.

(B) The City will first seek volunteers for furloughs and will allow employees who volunteer to be furloughed to do so as long as at all times the City has the employees available at work who possess the skills and qualifications necessary to perform the work that is needed.

(C) If sufficient volunteer furlough hours do not meet the City's reduction needs, the City will furlough bargaining unit employees based on seniority provided the remaining employees at work are qualified and capable of performing the work that is needed.

(D) It is agreed that the City will not impose a total of more than six (6) furlough days per bargaining unit employee in the aggregate (six (6) times the total number of bargaining unit employees) in any contract year without first meeting with the Union to explore other alternatives.

ARTICLE 11
WORK AND OVERTIME

Section 1. Work Week and Workday

The regular work week is five (5) days, Monday through Friday, unless current practice provides otherwise. The normal work day is eight and one-half (8½) hours with an unpaid lunch of thirty (30) minutes. Except for the Water and Sewer Plant operator,

employees will be required to only work eight (8) hours and take a one-half (1/2) hour non-paid lunch between the fourth and sixth hours of work except in cases of emergency as determined by the Director of Public Works where employees will be permitted to work through lunch. Employees who are required to work through lunch due to business needs will not be required to go home a half-hour (1/2) early.

Each full-time hourly non-exempt employee may take a rest period or "coffee break" of not more than fifteen (15) minutes during the first four (4) hour period of his or her work day or shift, and not more than fifteen (15) minutes during the second four (4) hour period of his or her work day or shift. Breaks will be taken at or near the work site. "Coffee break" periods are not cumulative, can not be used to allow an employee early dismissal, and work must come first. Breaks should be staggered within a department. Abuse of "coffee break" privileges will result in appropriate discipline. Each full-time hourly non-exempt employee shall take not less than a thirty (30) minute lunch break. Any travel to and from the location of lunch breaks in excess of the lunch break period shall be unpaid. The Director of Public Works' approval with the Director of Public Works, shall have the authority to establish the duration and times of lunch breaks for that department.

Disciplinary Action

If an employee repeatedly exceeds the time allowed for coffee breaks, that employee may no longer be permitted to take such breaks for at least one (1) week. In addition, any employee exceeding time allowed for lunch or coffee breaks (which includes both leaving early for the break and returning late from the break) may be issued disciplinary action as follows. For the first violation, the employee will receive a verbal warning. For the second violation occurring within a sixty (60) day period, the employee will be issued a written warning. Three (3) such violations within any sixty (60) day period will result in a three (3) day disciplinary suspension without pay. If an employee has four (4) such violations in a sixty (60) day period, the employee will be discharged.

The normal duty hours for employees covered by this Agreement, unless current practice provides otherwise, is:

First Shift – 7:00 a.m. – 3:30 p.m.

Work week and work hours may be changed in accordance with Section 6. Once set, they may be changed with fourteen (14) days' notice and provisions may be made for summer or winter schedules from time to time for those employees who may be affected by the weather. The employees shall be scheduled for consecutive hours of work.

Section 2. Overtime Hours and Pay

Any hours worked by an employee covered by this Agreement in excess of forty (40) during his or her workweek or after eight (8) hours in a day shall be compensated at the rate of one and one half (1½) times the employee's regular hourly rate of pay. Overtime shall be calculated based upon actual hours worked. Overtime shall be paid for all work outside normal work hours for snow removal. Notwithstanding anything herein to the contrary, no overtime after eight (8) hours in a day shall be paid to any person who has time off without pay during the work week.

Overtime may be paid in compensatory time or cash at the election of the employee. Compensatory time may be bought back in up to fifty (50) hours with fourteen (14) days notification. Employees are still permitted to carry over a maximum of two hundred and forty (240) hours of compensatory time from one calendar year to the next but may exceed the two hundred and forty (240) hour maximum during a specific calendar year as long as their compensatory hour total is at two hundred and forty (240) hours or less as of the close of business on December 31 of any year.

Scheduled overtime will be assigned by the appropriate supervisor.

Section 3. Holiday Pay

Except as provided for herein, any hours of work by an employee covered by this Agreement on a holiday shall be compensated at the rate of one and one-half (1½) times

the employee's regular hourly rate of pay including shift differentials. Employees shall be paid double time for unscheduled work on holidays.

Section 4. Call Back

Any employees called back after their regularly scheduled shift or before their regularly scheduled shift where it does not run into their regular shift shall be paid a minimum of two (2) hours at the rate of one and one half (1½) times their regular rate of pay. Any call backs or call ins will be rotated in each department based on seniority, provided the employee eligible for the call is qualified to perform the work. If the employee is ineligible for the call due to his lack of qualification, then it will automatically move to the next person on the seniority list.

Section 5. On Call

Employees on call shall be compensated at the rate of two (2) hours per day straight time compensatory time for each day that they are on call. When an employee is called out on the actual day of the holiday being celebrated, they will receive two (2) times their hourly rate for all hours worked.

Section 6. Exception to Normal Duty Hours

The City shall have the right to schedule certain employees at starting and quitting times other than those set forth, due to the nature of the required work; provided, however, that any different schedule of work hours shall have a reasonable basis in the nature of the employee's work, and provided further, that any different schedule shall be for a consecutive eight (8) hour period of a regular nature. The same will apply in regard to different work weeks which are necessary.

Section 7. It is agreed that weekend shifts at the Water Plant and Wastewater Treatment Plant will be on a rotating basis.

ARTICLE 12
VACATIONS

The following vacation policy applies to full time employees, excluding special assignment employees.

1. Vacation leave for new employee shall be calculated as follows:

One (1) vacation day for every full month of service will be earned from the employee's date of hire to December 31 of that year up to a maximum of ten (10) days. These vacation days may be used at any time between the employee's first year anniversary date and December 31 of the year following hire, subject to the employee's right of carry-over as set forth below. Thereafter, calculations of vacation days shall be based on the calendar year.

2. After the first full calendar year of continuous employment, the employee is entitled to ten (10) vacation days to be used in the following calendar year subject to the employee's right of carry-over.
3. Employees in their tenth year of service or more shall be entitled to fifteen (15) vacation days to be used in the following calendar year subject to the employee's right of carry-over.
4. Employees in their twentieth year of service or more shall be entitled to twenty (20) vacation days to be used in the following calendar year subject to the employee's right of carry-over.
5. Each department head shall keep records of vacation leave allowance and vacation leave in accordance with operating requirements. The department head shall coordinate vacation schedules with employees. However, if conflicts exist, the employee with the longest length of continuous service shall have preference.
6. In the event a paid legal holiday falls during a vacation period, the vacation period shall be extended one working day unless otherwise provided for under holiday compensation.
7. Vacation time earned during one year shall be taken during the following year unless by prior approval of the department head in concurrence with the City Administrator. However, an employee may, even without such prior approval, carry over up to ten (10) vacation days into the following year.

ALL EMPLOYEES:

1. When an employee's service with the City is terminated following a minimum of one (1) year's employment, he shall receive compensation for the unused vacation time. Employees who terminate their employment before one (1) full of employment will not be eligible for any paid vacation.
2. Absence due to sickness, injury or disability in excess of that accumulated for

such purpose may, at the request of the employee and with the consent of the department head, be charged against vacation leave allowance. If the employee is out on leave under the Family and Medical Leave Act, all available paid time must be used at the beginning of the leave before continuing the leave on an unpaid basis.

3. No employee shall use or be paid accrued vacation time while on worker's compensation leave. No employee shall earn vacation time while off on worker's compensation or any other leave which exceeds three (3) months.

In a fiscal year, employees who are eligible for more than ten (10) days of annual vacation leave may receive pay in lieu of vacation leave for up to five (5) vacation days by providing the City with two (2) weeks' advance written notice of his or her intention to do so. Payment for such will be included with the next employee paycheck. An employee who elects this benefit will not be entitled to unpaid leave for the same or similar purpose.

ARTICLE 13 **HOLIDAYS/PERSONAL DAYS**

All full-time employees are entitled to the following legal holidays:

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

Except for employees regularly scheduled to work on a shift basis, when a holiday falls on a Saturday, the preceding Friday, shall be observed as the holiday, and when the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Full time employees who are required to perform work or to render services on one of the Holidays listed, shall be compensated at one and one-half times their regular rate of pay for all time worked on the holiday, in addition to an additional day off with pay.

An employee shall forfeit his right to payment for any holiday if absent without authorization on the last regular work day preceding such holiday or on the first scheduled work day following the holiday. Part time and special assignment employees are eligible for holiday pay only if a holiday falls on a day the employee is scheduled to work. If this

occurs, the employee will receive holiday pay for the number of hours he/she was scheduled to work. Employees on leave for any reason at the time of a holiday (including, but not limited to, personal leave, worker's compensation leave, Family and Medical Leave or otherwise) are not eligible for holiday pay for that holiday.

Full-time employees may take up to two (2) working days as personal leave days, without loss of pay or other benefits as identified herein. However, for new employees, in the calendar year of hire, the employee will be eligible for only one (1) personal day for that year if hired on July 1 or after. Employees terminating employment prior to June 30, shall be eligible for only one (1) personal day for that year. Notification of the employee's intent to use a personal day must be made at least two (2) hours prior to the beginning of work shift and must be approved by the department head or his designee. Approval for use of a personal leave day will not be unreasonably denied. Failure to use a personal leave day in the calendar year in which it was earned will result in the forfeiture of that personal leave day.

ARTICLE 14 **SICK LEAVE**

Section 1. Effective May 1, 2001, full-time employees shall accumulate paid sick leave at the rate of one (1) day for each full month's service which may be accumulated to a maximum of one hundred twenty (120) working days. Employees whose sick leave accrual as of May 1, 2001 is in excess of 120 working days may retain such excess sick leave, but shall not further accrue sick leave until such time as their accumulations are less than 120 days. Sick leave may be utilized for personal illness, quarantine at home or for the direct care of a serious illness within the employee's immediate family or household. Sick leave is only to be used for these purposes. The City may require a physician's certificate, at the expense of the City, after an absence of three (3) consecutive working days or as may be deemed necessary in other cases.

Section 2. An employee whose employment terminates for any reason other than discharge will be paid for accumulated sick leave for 50% of all accumulated sick leave, not to exceed sixty (60) days (50% of 120 days) at his or her regular rate of pay, unless the employee is a member of the 115 Trust Program which shall prevail.

Section 3. Personal Day. Employees who do not utilize any sick leave for an entire calendar year will receive one (1) paid personal day in the following year which can be taken after obtaining written supervisory approval.

ARTICLE 15 **BEREAVEMENT LEAVE**

A full-time employee may be granted up to a maximum of three (3) leave days of absence with pay as a result of a death in his immediate family. For this purpose, the immediate family shall be interpreted to include: the employee's spouse, children (including stepchildren), grandchildren, parents, grandparents, siblings, aunts and uncles, and the same relatives of the employee's spouse. The Director of Public Works, with approval of the City Administrator/Deputy City Administrator, may grant additional leave with pay where unusual circumstances, such as extended travel requirements or emotional distress warrant such additional leave.

ARTICLE 16 **INSURANCE**

Section 1. Health Insurance

Absent mutual agreement, the Employer agrees to provide health, hospitalization and medical insurance coverage as modified by the City and its Insurance Committee for the term of this Agreement. Employees will pay for 20% of the total cost of their applicable insurance.

The parties have agreed to participate in an Insurance Planning Committee as set forth in the Appendix. It is agreed that at no time during the term of this Agreement will the

employees covered hereunder have lesser benefits or higher premium contributions than other City employees.

Current and new employees who have a dependent(s) who qualify for family health insurance coverage and select employee-only coverage, or current and new employees who qualify for single health insurance coverage and decline coverage, shall receive a fifteen hundred dollar (\$1,500) annual payment per full policy year at the beginning of each policy year. This election must be made within 30 days of first employment (or the date the participant becomes eligible for coverage under the Medical Plan, if later) and before January 1 of each year thereafter. Once an election is made, it cannot be changed for the remainder of that calendar year unless the participant has a qualifying change in family status. In such a case of a qualifying change during the calendar year, the City will make a prorated payment for the remainder of the policy year beginning the first of the next month or on the date they qualify for coverage.

Section 2. Life Insurance

The Employer will continue to pay the premium for a ten thousand dollar (\$10,000.00) term life insurance policy during the term of this Agreement. Where the Employer's insurance company permits, the employee may purchase an additional fifty thousand dollars (\$50,000.00) worth of life insurance with the premium paid by the employee.

Section 3. 115 Trust Program

- A. Purpose. To provide a retirement healthcare funding plan (RHFP) to all represented full-time City employees and the employees' beneficiaries in accordance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"). The RHFP provides the employee an opportunity to build a tax-free investment fund to pay for medical qualified expenses post-employment with the City to include, but not be limited to, insurance premiums, co-pays, prescriptions, and deductibles.

B. Scope. This policy applies to all full-time represented employees. Employees hired after July 5, 2016 are hereby entered into this program. Employees hired prior to July 5, 2016 were provided a one-time, lifetime opportunity to opt out of this employee benefit program. That opt out opportunity expired on July 5, 2016.

C. Practice. The RHFP is hereby referred to as the 115 Trust Program for our full-time certified employees.

The designated contact for the plan is the Accounting Administrator/City Treasurer. The City's plan is administered by the Illinois Public Pension Fund Association (IPPPFA) benefits.

The details of the program are as follows:

- 1) A terminating full-time employee with more than four (4) years of service will defer seventy-five (75) percent of unused sick leave, one hundred (100) percent of unused vacation time, one hundred (100) percent of unused personal time, and one hundred (100) percent of unused accumulated time due (compensatory time) into the City's adopted post-employment healthcare plan.
- 2) Unused personal leave at the end of the calendar year and accumulated sick time in excess of nine hundred sixty (960) hours will be put in the employee's post-employment healthcare plan account after they have reached four (4) years of full-time service.
- 3) Employee contributions shall be made on a pre-tax basis.
- 4) Employee contributions shall be made pursuant to the following schedule:

At the completion of 4 years of service	½ percent of employee's pay
After 8 years of service	1 percent of employee's pay
After 12 years of service	1½ percent of employee's pay

After 16 years of service	2 percent of employee's pay
After 20 years of service	2½ percent of employee's pay
After 25 years of service	3 percent of employee's pay

A. An employee who is eligible to receive pay in lieu of vacation days per the City's Personnel Policy Manual or their respective contract may have up to the permitted amount of vacation pay put into the employee's 115 Trust Account.

ARTICLE 17
JOB EVALUATION

At the request of the employee, the Director of Public Works, with or without his designated representative will make available the job evaluation worksheet of the employee and shall discuss the manner in which such evaluation was reached. The employee may require the Director of Public Works to be present during such discussions.

If the employee disagrees with the job evaluation, such employee may submit written comments, suggestions and criticisms, which shall become a part of the employee's file, to the Director of Public Works and request a review of the job evaluation by the City Administrator/Deputy City Administrator.

ARTICLE 18
EMPLOYEE STATUS

Section 1. Seniority List

The Employer shall maintain and post annually a current seniority list.

Section 2. Position Descriptions

Copies of the job description may be obtained at the request of the employee.

ARTICLE 19
UNIFORM ALLOWANCE

Section 1. Annual Payment

Employees covered by this collective bargaining agreement shall receive a clothing

and equipment allowance of \$550.00 per year in a lump sum payment for items on the City's authorized list (attached as Appendix A) that are purchased for the employee only or have the option of purchasing throughout the year. Payment for purchases made during the year will be made either directly to the vendor or to the employee. However, payment made directly to the employee will only be authorized at the second council meeting in each calendar quarter (January, April, July, October). The employee request for reimbursement must be completed and verified by the Director of Public Works, and filed with the City Treasurer's office 1 week prior to the next council meeting. Itemized receipts, including size of item purchased, must be provided for all reimbursement.

Mechanics will receive a \$200 per year allowance and have their uniforms cleaned.

Section 2. Uniform Changes

If, during the term of this Agreement, changes in the required duty uniform by the City results in increased clothing costs, the additional costs will be borne by the City. The current practice regarding mechanics will continue for the life of the contract.

In each year of the Agreement, the Employer will provide three (3) orange or safety green shirts to each. The employees must wear the shirts.

ARTICLE 20 **MISCELLANEOUS PROVISIONS**

Section 1. Safety and Health Rules To Live By

The Employer may institute reasonable rules and regulations pertaining to the safety and health of the employees. The Employer will make available to all bargaining unit employees and pay for any shots or immunizations necessary for the safety and well-being of the employees as it relates to their job duties and employees agree to execute a release releasing the City from any liability for side effects of the immunizations that they request on a voluntary basis.

Section 2. Shift Exchange

Employees may exchange shifts among themselves so long as it does not create overtime to the Employer. Shift exchanges must be approved by the Director of Public Works or his designee and no shift exchanges may be made if the Employer cannot maintain what they believe is a safe minimum manning on each shift.

Section 3. Bulletin Boards

The Employer shall provide a bulletin board for the use of the Union in a convenient location accessible to employees.

Section 4. Compensation at Termination of Employment

Any employee whose employment is terminated for any reason shall be paid for all accrued time and benefits as provided for under the Wage Payment and Collection Act for "final compensation".

Section 5. Travel Expense

The Employer will reimburse up to \$30.00 per day to employees for meals, parking and tolls on out-of-town City business upon presentment of itemized receipts. The City will reimburse the employee for all reasonable motel or hotel expenses associated with out-of-town overnight travel.

Section 6. Personnel Policies

The City of Effingham Personnel Policy and Annual Appointment Ordinance shall control anything that is not provided for in this Agreement.

Section 7. School Visitation Leave Policy

Any full-time or part-time employee who has worked at least six (6) consecutive months and who has exhausted all accumulated vacation, personal or compensatory leave may be granted an unpaid leave up to a total of eight (8) hours during any school year to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during nonwork hours.

For purposes of this section, "child" means a biological, adopted or foster child, a stepchild or a legal ward of an employee and who is enrolled in a primary or secondary public or private school in the State of Illinois or a state which shares a common boundary with Illinois.

No more than four (4) hours leave may be taken on any given day. The employee shall provide the appointing authority a written request for such leave at least (7) days in advance or, in the case of emergency, at least twenty-four (24) hours' notice. Leave shall be granted with particular regard to operation requirements and, as possible, the request of the employee. The employee shall provide a written verification and documentation of the school visitation.

Section 8. Residency Policy

Individuals shall be recruited from a geographic area as wide as necessary to obtain qualified candidates for the various types of positions. Employees who are required by Illinois State law to reside within the City limits shall be required to reside within the City limits. All emergency employees are required to reside within City limits or within twenty (20) miles from the City's corporate limits. No City-owned vehicle may be taken outside City limits unless it is being used for official City business. In the event the residence of a City employee residing outside the City limits becomes contiguous to the City limits, such employee shall immediately, upon request of the City, sign a petition requesting annexation to the City.

Section 9. City bulletins or notices sent out by e-mail will also be made available in printed form when requested by employees.

Section 10. Going forward, bargaining unit members will be allowed to participate in the 115 Trust Program at the same basis as other City employees.

ARTICLE 21
RETIREMENT

City employees are eligible to participate in the Illinois Municipal Retirement Fund (IMRF), police or fire pensions on the terms and conditions established by those pension funds. The City makes contributions to these funds on behalf of employees as established by and in accordance with the pension funds' terms. All non-police and fire employees expected to work over 1000 hours in a year must participate in IMRF.

ARTICLE 22
WAGES

Section 1. Wages shall be paid in accordance with the attached Addendum A.

Section 2. Shift Differential

Employees who work the second shift shall receive in addition to their regular hourly rate, an additional \$.75 per hour for each hour worked, and employees who work the third shift will receive an additional \$.75 per hour for each hour worked.

Section 3. New Hires

Newly hired employees shall be hired at 90% of their position classification wage rate for the first year of their employment with the newly hired employee receiving the full pay for the position classification wage rate after 1 year of employment.

Section 4. Promotions

Employees in the classification of "maintenance worker" will automatically move from the lowest class to the middle class after a three (3) year period of employment. In addition, employees in the classification of "Maintenance Worker II" will automatically move to the classification of "Maintenance Worker III" after seven (7) years of employment. Thereafter, promotions to the highest level of "maintenance worker" will only be made at such time as the City determines that the employee has satisfactorily filled the duties of the classification.

Section 5. Longevity

For employees hired prior to January 1, 2014, after the years of service have been completed as set forth below, payable on the first pay day after the anniversary date, the following shall be added to the base wage as follows:

Prior to January 1, 2014	After January 1, 2014
After 4 years 1%	After 5 years 1%
After 8 years 2%	After 10 years 2%
After 12 years 3%	After 15 years 3%
After 16 years 4%	After 20 years 4%
After 20 years 5%	
After 25 years 6%	

Section 6. Part-time Employees Pay

It is agreed that all part-time employees will be paid at seventy-five (75%) of the starting rate for the work they are performing.

Section 7. Spraying License

Employees who are required to maintain a spraying license as a condition of employment will receive an annual payment of \$300 for holding such license and will be required to perform all necessary spraying-related work.

ARTICLE 23
DUES DEDUCTION – PAYMENT OF CONTRIBUTIONS

Section 1. Dues Deduction

Upon a receipt of a written and signed authorization form from any employee, the Employer shall deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Teamsters Local 26 at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Payment of Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues an/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from the action taken by the Employer in complying with this Section.

Section 3. Fair Share

All bargaining unit employees who are not members of the Union and who do not become members of the Union shall pay to the Union each month their fair share of the costs of services rendered by the Union which are chargeable to non-members under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues and initiation fees uniformly required of members of the Union. Upon receipt of the written authorization from the employee, the Employer shall deduct monthly and remit to the Union within fifteen (15) working days thereafter, the required fair share contribution from the pay of any employee.

Section 4. DRIVE

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the DRIVE Fund. The Union shall notify the City of the amounts designated by each contributing employee(s) that are to be deducted from his/her paycheck on a weekly basis. The City shall transmit to the Fund, on a monthly basis, a check for the total amount deducted, as well as a list of the name(s) of the employee(s) for whom deductions were made, the employee's Social Security number and

the amount deducted from the employee's paycheck. Employees who participate agree to do so for at least one (1) year and in the same dollar amount.

ARTICLE 24 **SUBCONTRACTING**

Section 1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform.

Section 2. Subcontracting

Prior to the Employer changing any policy or current practice involving the subcontracting of any work, such program will be submitted to the local Union for discussion and negotiations regarding the effect or impact relative to bargaining unit employees.

If through the collective bargaining process an agreement cannot be concluded regarding any lay-off or elimination of bargaining unit jobs, then the Union may be permitted the privileges of economic recourse.

ARTICLE 25 **SEPARABILITY AND SAVINGS CLAUSE**

Section 1. Savings

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto shall not be affected thereby.

Section 2. Separability

In the event that any Article or Section is held invalid, or enforcement of or compliance with, which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity

or restraint.

ARTICLE 26
PICKETING

It shall not be a violation of this Agreement or cause for disciplinary action if an employee refuses to cross a primary picket line of a striking Union.

Preceding language will not be applicable in the event a serious situation develops involving health or safety problems detrimentally affecting the community and the residents of the City of Effingham. In the event that a serious situation develops involving health and safety problems detrimentally affecting the community and residents of the City of Effingham, the Employer will so notify the Union as expeditiously as possible apprising the Union of the problem or situation, and the Union agrees that the employee shall be directed back to work immediately.

ARTICLE 27
TERMINATION

This Agreement shall be effective from May 1, 2022, and shall remain in full force and effect until midnight April 30, 2025.

It shall remain in effect from year to year thereafter unless either party signatory to this Agreement decides to reopen the contract for renegotiations.

Either party must notify the other, at least ninety (90) days and no more than one hundred twenty (120) days, prior to the expiration of this Agreement or the extension thereof.

In the event such notice to negotiate is given, the parties shall meet no later than thirty (30) days after the date of receipt of such notice or at reasonable times as are agreeable to both parties.

In witness whereof, the parties hereto have affixed their signatures this _____ day of _____, 2022.

**FOR THE EMPLOYER:
CITY OF EFFINGHAM**

**FOR THE UNION:
TEAMSTERS LOCAL NO. 26**

By: _____
Steven W. Miller, City Administrator

By: _____
President

By: _____
Mike Schutzbach, Mayor

ATTEST: _____
Dennis Presley, Deputy City Administrator

Classification	4.5%	4%	3%
	5/1/22	5/1/23	5/1/24
Maintenance Worker III/Operator	\$31.54	\$32.80	\$33.78
Maintenance Worker III	\$30.72	\$31.95	\$32.91
Maintenance Worker II	\$28.61	\$29.75	\$30.64
Maintenance Worker I	\$25.25	\$26.26	\$27.05
Janitor	\$17.96	\$18.68	\$19.24
Water Department			
Operator Class D	\$27.25*	\$28.34	\$29.19
Operator Class C	\$28.56*	\$29.70	\$30.59
Operator Class B	\$31.25*	\$32.50	\$33.48
Operator Class A	\$32.29	\$33.58	\$34.59
Chief Operator	\$37.61	\$39.11	\$40.28
Sewer Department			
Operator Class IV	\$27.25*	\$28.34	\$29.19
Operator Class III	\$28.56*	\$29.70	\$30.59
Operator Class II	\$31.25	\$32.50	\$33.48
Operator Class 1	\$32.29	\$33.58	\$34.59
Chief Operator	\$37.61	\$39.11	\$40.28
Lead Mechanic/Lead Electrician	\$36.51	\$37.97	\$39.11
Mechanic/Electrician	\$30.73	\$31.96	\$32.92
Department Foreman/Chief	\$37.61	\$39.11	\$40.28

APPENDIX A

1. Work shirts, T shirts, sweat shirts
2. Work pants/jeans
3. Work shoes/boots
4. Work rubber boots
5. Insulated underwear
6. Coveralls
7. Work jacket/coat
8. Rain gear
9. Work gloves
10. Work hats, caps, hoods
11. Multi-tool
12. Prescription and sun safety glasses
13. Hand tools
14. Heavy-duty insulated socks
15. Belts for work pants/jeans