

LABOR AGREEMENT

between

CITY OF FLORA, ILLINOIS

And



LOCAL UNION NO. 702

of the

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

March 7, 2018 – March 6, 2022

**CITY OF FLORA, ILLINOIS
AND
LOCAL UNION NO. 702 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

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AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of March, 2018, by and between the CITY OF FLORA, Clay County, Illinois (hereinafter referred to as "City"), and LOCAL UNION NO. 702 of the International Brotherhood of Electrical Workers, AFL-CIO (which may be referred to hereinafter as the "Local Union."

ARTICLE I

Term

Section 1. This Agreement shall be binding upon both parties, and shall take effect on the 7th day of March, 2018, and shall remain in full force and effect to and including the 6th day of March, 2022, and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by giving sixty (60) days written notice prior to the anniversary date hereof by either party to the other. If amendment is desired, the contents of amendment shall accompany the notice.

Section 2. Changes may be made in this Agreement at any time by the mutual agreement of the parties.

ARTICLE II

Recognition

Section 1. The City recognizes the Local Union as the sole and exclusive bargaining representative of the following unit of Employees:

All Electric and Gas Distribution System, Water and Sewer Plant and General Maintenance Employees of the City of Flora, all Head Servicemen, Operators and Laborers in the Street Department, Sexton in the Cemetery Department, Meter Reader(s), and Laborers in the Park Department of the City;

Excluding all office, clerical, professional, confidential, managerial, supervisors, guards, and all other statutorily excluded Employees as defined in the Illinois Public Labor Relations Act.

Section 2. For the purposes of brevity, the parties have utilized the masculine gender throughout the Agreement. The provisions of the Agreement apply equally to all females and males covered hereunder.

Section 3. Temporary help who work less than six (6) months in any one (1) year period are excluded from coverage of this Agreement.

ARTICLE III

Employee Classification and Wage Rate Scales

Section 1

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Lineman Department</u>	<u>2.85%</u>	<u>2.85%</u>	<u>2.85%</u>	<u>2.85%</u>
Head Lineman	36.65	37.69	38.76	39.87
Lineman, Journeyman	33.86	34.82	35.82	36.84
Lineman, 4th nine month	30.92	31.80	32.70	33.64
Lineman, 3rd nine month	30.05	30.91	31.79	32.70
Lineman, 2nd nine month	29.18	30.01	30.87	31.75
Lineman, 1st nine month	28.45	29.26	30.09	30.95
Groundman, Truck Driver	29.82	30.67	31.54	32.44
<u>General Maintenance</u>				
Mechanic and Welder	26.93	27.69	28.48	29.29

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Gas, Water and Sewer Department</u>	2.85%	2.85%	2.85%	2.85%
Head Gas Serviceman	33.48	34.43	35.41	36.42
Gas Utility, Journeyman	30.09	30.95	31.83	32.74
Gas Utility, 3rd Year Apprentice	27.67	28.46	29.27	30.10
Gas Utility, 2nd Year Apprentice	27.09	27.86	28.66	29.47
Gas Utility, 1st Year Apprentice	26.45	27.21	27.98	28.78
Class C Water Operator	27.05	27.82	28.61	29.43
Class D Water Operator	26.39	27.14	27.92	28.71
Operator	26.07	26.82	27.58	28.37
Chief Operator Sewer	33.48	34.43	35.41	36.42
Class I Operator	28.97	29.80	30.65	31.52
Class II Operator	28.30	29.11	29.94	30.79
Class III Operator	27.05	27.82	28.61	29.43
Class IV Operator	26.39	27.14	27.92	28.71
Operator	26.07	26.82	27.58	28.37
Head Water/Sewer Serviceman	33.48	34.43	35.41	36.42
Serviceman, Journeyman\	29.27	30.11	30.96	31.85
Serviceman 3rd Year Apprentice	26.46	27.22	27.99	28.79
Serviceman 2nd Year Apprentice	25.86	26.59	27.35	28.13
Serviceman 1st Year Apprentice	25.15	25.86	26.60	27.36
<u>Street Department</u>				
Head Serviceman	30.35	31.22	32.11	33.02
Operator	26.93	27.69	28.48	29.29
Laborer	22.85	23.50	24.17	24.86
<u>Cemetery Department</u>				
Sexton	28.14	28.94	29.77	30.61

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Park Department</u>	2.85%	2.85%	2.85%	2.85%
Laborer	22.85	23.50	24.17	24.86
<u>Meter Department</u>				
Meter Reader	26.93	27.69	28.48	29.29

*Apprentice step reduced to 9 months if Employee is enrolled in Union's school for apprentices. Should the Union discontinue its present apprenticeship program schooling, the one year apprenticeship step schedule will be reinstated instead of the 9 months.

Employees in the Street Department will qualify for operator pay rates when operating City equipment while performing their duties. Such equipment shall include: Backhoes, Graders, Roller, Batwing Mowers, Street sweeper, Jetter truck, Mini excavator, Trencher or spraying when a license is required. Future additional equipment obtained by the City may be subject to operator pay

Section 2. To be eligible to receive top or "head" pay, the Employee must be fully qualified to perform all the responsibilities of the head position. An apprentice who progresses to journeyman will be considered to be fully qualified for the purpose of this section.

Employees in the City's Sewage Treatment Plant and Water Treatment Plant who work on the calendar day of Sunday shall be paid at the rate of regular time plus 15% of their straight time hourly rate unless they are otherwise eligible to receive a higher rate under another section of this Agreement.

Section 3. When Employees are temporarily engaged in work, the nature of which involves two or more of the above wage scales, such Employee shall receive the wage scale of the position paying the highest wage. Provided, however, a laborer operating a truck in the Street Department shall be paid at the laborers rate of pay; a laborer in the Street Department operating equipment normally operated by the operator for a period of four (4) or more hours on any one (1) day, shall receive operator's pay for that day.

ARTICLE IV
SERVICE WATCH POLICY

The City of Flora has assigned a Service Watch in the City's Gas, Electric and Water Departments and the following will apply to such Service Watch:

Section 1. The Service Watch will be rotated within the affected departments among qualified Employees. The City of Flora retains the right to designate the affected departments.

Section 2. While on Service Watch Employees will be expected to carry a pager and must respond to the page or call within fifteen (15) minutes, be ready to respond, meet all City and legal requirements as they apply to being fit for duty, and be in route within thirty (30) minutes of the initial contact, and must accept all overtime opportunities. Service Watch Employees must remain within a twenty (20) mile radius of the City of Flora during the period of time the Employee carries the pager.

Section 3. Employees assigned to such Service Watch will receive a total of Twelve (12) hours straight time pay for the week of carrying the pager for Friday through Thursday of the following week, including holidays. If a holiday is included in the Service Watch, the employee will be paid an additional one hour of pay.

An additional one-half hour will be paid if the City vehicle is driven home during the watch.

Section 4. If work is performed, the Employees shall receive the applicable "call out" pay in addition to any Service Watch pay set forth hereinabove for the particular day. Either the Service Watch Employee or another person from the same department will be paid at the rate of the Head Serviceman for all hours worked, unless the Head Serviceman from that department is at work on the call out as well.

Section 5. Assignment of the Service Watch duty (i.e., the hours, days the department so assigned) will be at the discretion of the City. The practice does not supersede normal call out procedures if additional Employees are required to work, or if the City deems alternate qualifications are required for work. The intent is to utilize Service Watch personnel for emergencies, and not for all overtime work opportunities.

Section 6. If Service Watch assignment conflicts with the Employee's personal calendar, or the assigned Employee is unable to accept the assigned Service Watch responsibility for any reason, then the affected Employee will be expected to find replacement within the same department. In these instances, it will be the scheduled Service Watch Employee's responsibility to communicate to the City Management Supervisor the transition in Service Watch responsibilities.

Section 7. Service watch will be scheduled a week at a time, starting on Friday, at 7:30 o'clock a.m. and continuing through the following Friday ending at 7:30 o'clock a.m. At the end of the Service Watch, the duties will be passed to the next weeks volunteer.

ARTICLE V

General Rules and Working Conditions

Section 1. Work Week: Eight (8) hours, exclusive of an unpaid meal break, shall constitute a regular day's work and five (5) consecutive days shall constitute the regular week's work for Employees.

Section 2. Working Hours: The general working hours of all Employees shall be from 7:00 a.m. to 4:00 p.m.

- a) Notwithstanding the provisions of Section 1 and 2 set forth above, the hours for the Sewage Treatment Plant Employees shall be arranged on a twenty-four (24) hour, seven (7) day per week basis. The shifts shall be arranged on an eight (8) hour basis which shall include one-half (1/2) hour lunch. The shifts shall be filled pursuant to the provisions of Article VIII. All shifts will be filled. No overtime will be paid as a result of the scheduling of regular shifts. Employees working the evening shift will receive a thirty-five cents (\$.35) per hour shift differential. Employees working the night shift will receive a forty-five cents (\$.45) per hour shift differential. The swingman, if any, will be paid a shift differential when he actually works a night or evening shift.
- b) Any Employee who works sixteen (16) continuous hours, meal periods included, shall be allowed an eight (8) hour rest period. In the event the rest period occurs during any hours of a regular work day or extends into a regular work day, the Employee shall receive the Employee's regular pay for those hours of rest during any work period. In the event an Employee is requested and agrees to work beyond the sixteen (16) hours of continuous work, then double time should be paid for all hours worked thereafter until the eight (8) hour rest period begins or until the work period ends.

Section 3. Meal Hours: Except as set forth in Section 2(a) above, every full-time Employee shall be entitled to one (1) unpaid hour off for lunch each regular working day. The City may stagger the lunch period so as to least interfere with operational requirements of the City.

Section 4. Break Periods: Employees shall not be allowed to take any break periods in business establishments. However, Employees shall be allowed a break to have coffee or a soft drink that they have brought to work with them at the work site for a period of fifteen (15) minutes, during the morning work hours and the afternoon work hours. The above shall not apply to overtime. Employees violating this clause will be subject to disciplinary action by the City without regard to any other provisions in this Agreement to the contrary.

Section 5. Pay Periods: Employees shall be paid every other Friday for the two (2) week period ending five (5) days prior to the payday. When a payday falls on a holiday, Employees shall be paid on the last previous work day. All Employees shall participate in the direct deposit of payroll as provided by the City when available.

Section 6. Sick Leave:

- a) Any regular full-time Employee who has been employed for more than one (1) year shall be entitled to one (1) sick leave day without payroll deduction, per each month of employment with the City. Unused sick days may be accrued up to one hundred (100) days and once one hundred (100) day accrual has been reached, an Employee may sell sick days back to the City at the rate of one (1) day pay for every two (2) accrued sick days, not to exceed a total of sick (6) paid sick days per year. The City will allow the regular full-time Employee to use accrued sick days up to 100 accrued sick days to be applied as wages for purposes of retirement through the IMRF subject to all Rules and Regulations of the IMRF.
- b) The City will permit a leave of absence with pay charged against the sick leave of the Employee under paragraph (a) of this section provided the Employee has not exhausted his or her sick leave, in the event a serious illness of an Employee's spouse, son, daughter, father or mother or a pregnancy of an Employee's wife requires that said relative become a confined hospital patient receiving bed and board and the Employee (1) goes to the hospital when one of said relatives is taken to the hospital; (2) returns from the hospital when one of said relatives is returned from the hospital; (3) is present at the hospital during the birth of the Employee's child; (4) is present at the hospital upon a physician's statement that death is imminent; (5) is absent for other reasons which the Director of Public works may approve in each individual case. Time off for any combination of the above reasons will be permitted but not more than twenty-four (24) working hours leave of absence with pay will be allowed during any one (1) hospitalization period.

Section 7. Time Off for Voting: Employees shall be entitled to the necessary time with pay for the purpose of voting at all State, County, City and National Elections, provided they are eligible to vote and do actually vote and provided further that the scheduling of the voting by Employees shall not interfere with operational requirements of the City.

Section 8. Union Membership: It is agreed between the parties hereto that all present and new Employees, also former Employees returning to work, shall be and remain or required to become and remain, respectively, members of the Local Union as a condition of employment hereunder. New Employees must join the union on the thirty-first (31st) day of employment under this Agreement.

Section 9. Safety Equipment: The City shall furnish Employees with all the proper safety equipment for the protection of life and property in the performance of their duties, and the Employees shall, at all times, use every effort for the preservation of such safety equipment and shall use it at all times when necessary. There will be a Joint Safety Committee established to investigate all accidents that involve Employees from the bargaining unit.

Section 10. Holidays:

- a) The following days shall be recognized as holidays: New Year's Day, Presidents Day, Good Friday, Memorial Day (as observed by the State of Illinois), Independence Day, Labor Day, Veterans Day (as observed by the State of Illinois), Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day (the last working day prior to the holiday observed as Christmas), Christmas (or the day celebrated by the State of Illinois) and New Year's Eve Day (the last working day prior to the holiday observed as New Year's Day).
- b) When a holiday falls on the day off of Employees in the Water and Disposal plants, such Employees shall be entitled to select the last scheduled work day before the holiday or after the holiday to observe as the holiday on the basis of seniority.

- c) Personal Day: Any regular full-time Employee who has been employed for more than one (1) year shall also be entitled to one (1) additional holiday, designated as a personal day, in each calendar year, the date of which shall be schedule for a time suitable to the individual Employee and the City. Personal day may not be carried over from one year to the next.

- d) Safety Time: Each Employee shall have the opportunity to earn eight (8) hours of “safety time” on an individual basis. The Employee may earn time off for safely performing his or her normal and overtime duties for a period of one (1) calendar year beginning on January 1, of each year and ending on December 31, of each year, without an on the job injury or accident resulting in a property damage or medical claim. Any one injury, accident or liability claim which could have been avoided with the appropriate precautions will disqualify the Employee for the entire year. At the end of the calendar year, if the Employee qualifies for the safety time, the Employee shall be able to use eight (8–hours of safety time with full pay. Safety time must be previously scheduled and must be used during the following calendar year and there will be no carry over or prorating for partial years. Any earned safety time must be used in increments of four (4) hours.

Section 11. Death Leave of Absence: Reasonable leave of absence without payroll deduction will be allowed by the City when a death occurs in the Employee's or Employee's spouse's immediate family, namely, spouse, children, father, mother, sister, brother, grandparents or grandchildren. Other close relatives living in the Employee's own household shall qualify. The maximum leave of absence in each case under these conditions will be three (3) consecutive days, exclusive of weekends, or in the event the leave period is over a weekend, then no more than two (2) consecutive days being Friday and Monday, in the event of death in the Employee’s immediate family, and one (1) day in the event of death in the Employee’s spouse’s immediate family; provided, however, if travel time is required, the maximum leave of absence will be one (1) week. None of the foregoing conditions under which an Employee may receive compensation without payroll deduction will be in effect unless the Employee has notified his respective Supervisor in advance.

Section 12. Conflict with Other Laws: This Agreement shall be subject to all present and future applicable federal and state laws and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of the Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the City and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

Section 13. Other:

- a) It is agreed that the painting of all steel towers, poles and other structures supporting any wire or busses shall be done by lineman or lineman apprentices.
- b) No Employee covered by this Agreement shall absent himself from duty without first securing permission from Management Personnel who shall report it to the respective City Supervisor. In case of illness, the Employee shall use every effort to notify Management Personnel in ample time before working hours.
- c) Union and the City agree that the operation of Flora Public Utilities upon which the Employees covered in this Agreement are to be engaged, are essential to the public welfare and recognize their obligations to furnish continuous public city service. Accordingly, both parties agree not to perform any act which will result in the interruption of electrical, gas, water or sewage service to the public.
- d) Union stewards shall be permitted a reasonable period of time to investigate grievances during working hours after obtaining permission from management.
- e) The City will determine which, if any, departments are furnished uniforms. Any Employee who is furnished a uniform will be required to wear the uniform.

- f) Subject to the provisions of Section 13(d) of this Article and Section 3 of Article VIII, all Employees covered by this Agreement shall receive full-time employment, provided they are ready and in condition to perform their work.
- g) All new Employees are required to have the commercial drivers license as issued by the State of Illinois. New Employees will be required to show proof of their CDL license prior to employment. Thereafter, and for all current Employees, the City of Flora will pay the difference between the price of a regular drivers license and the cost of the commercial drivers license as required by the City of Flora.
- h) Eight (8) hours of straight time pay for training time or certification by an Employee to maintain his/her current position with the City will be provided on the condition that there will be no overtime pay for such training or certification.
- i) City employees in the Gas Department will be allowed time during normal working hours to complete continuing education requirements of their position.

Section 14. Dues Check Off: The City will deduct from the last pay of each month the union dues, initiation fees and other assessments of each Employee covered by this Agreement, provided the union has furnished the employer with a valid signed authorization request. The City shall make every effort to submit the dues to the union by the 10th day of each month thereafter which the deductions were made.

Section 15. Physical Fitness Training: The City shall reimburse the members 50%, or \$20.00 per month, whichever is less, for membership to a health club in Flora, for physical fitness training so long as the employee utilizes the membership at least eight (8) days in the month. Reimbursement shall be made to the employee upon presentation of a paid receipt from the health club indicating payment being made by the employee for the monthly membership, and that the employee attended the health club a minimum of eight (8) days during the month.

ARTICLE VI

Vacations

Section 1. Vacations will be earned on Employees anniversary dates, and will be taken during their next anniversary year.

YEARS OF SERVICE	EARNED VACATION
1 Year	5 Days
2 Years	10 Days
7 Years	15 Days
15 Years	20 Days
20 Years	25 Days

There will be an additional working day of vacation for the Employee's 26th year of continuous service and through each year through his/her 30th year of continuous service with a cap of 30 total vacation days for any Employee.

Section 2.

- (a) Vacation days shall be scheduled so as to least interfere with the operation of the utilities of the City and other operational requirements.
- (b) Vacation days may not be accumulated from one anniversary year to a subsequent anniversary year.
- (c) An Employee will not lose vacation pursuant to paragraph (b) above if, due to an emergency situation, an Employee is unable to take scheduled vacation.

Section 3. In case of termination of employment by reason of retirement under the Illinois Municipal Retirement Fund, the Employee shall receive a vacation allowance for any unused vacation earned during the prior anniversary year.

Any Employee retiring from the City's employment under this section must provide a 60-day written notice of retirement prior to his/her retirement. In case of emergency situations, such as in the case of an Employee's health as the cause of retirement thereby preventing the 60-day notice, such notice period may be waived.

In addition, such an Employee shall receive a prorated vacation allowance to the date of retirement. The prorated vacation allowance shall be 1/12th of the vacation an Employee is entitled to as of the date of retirement for each full month's work in said calendar year.

The vacation allowances as described above will also be granted when employment is terminated by reason of death if there is a surviving dependent as defined by the Internal Revenue Code.

ARTICLE VII

Overtime

Section 1.

- (a) All time worked in excess of regular hours shall be paid for at the rate of time and one-half, except as hereinafter provided. The overtime rates for Employees employed on a monthly basis shall be determined by dividing their wage per month by the average scheduled working hours of the Employees. Overtime shall be divided as equally and impartially as possible among all Employees. Should any holiday described in Article V, Section 11(a) fall on Saturday, the preceding Friday shall be recognized as a non-working holiday for non-shift Employees. Any work performed on any such recognized Friday holiday will be paid for at the rate of time and

one-half. Any work performed on any holiday described in Article V, Section 9(a), shall be paid at double time in addition to the regular pay received for the holiday.

- (b) When on-shift Employees are called for extra work on Sundays or holidays, they shall receive double time for the entire time worked and in no case shall they receive less than two hours time.

Section 2. Shift workers who are required to work on holidays shall be paid double time for the holiday so worked in addition to their regular pay received for the holiday. Shift workers who are required to work their first scheduled day off in their scheduled work week shall be paid at the rate of time and one-half. Shift workers who are required to work their second scheduled day off in their scheduled work week shall be paid at the rate of double time.

Section 3. When it is necessary for Employees to continue on the job for more than three (3) hours, after the regular quitting time, the Employee shall be furnished with a meal by the City. The Employee shall not be paid for the meal time so provided.

Section 4.

- (a) No overtime pay shall be authorized for any Employee after regular quitting time without first obtaining permission for such overtime from the Head Serviceman. The respective Head Serviceman shall have authority to authorize such overtime when, in his judgment, the circumstances require the same and, in such case, the Head Serviceman shall contact the appropriate City Supervisor as soon as possible thereafter to advise him of his decision.
- (b) Notwithstanding the provisions of Subparagraph (a) above, the City Supervisor having charge of the Department involved, may restrict the authority of the Head Serviceman to authorize overtime as provided in Subparagraph (a), provided, however, that said respective Head Serviceman be given prior notice of such restrictions.
- (c) Employees will not be entitled for any overtime pay for time spent on the telephone.

(d) In the event an Employee is called to work by management during his vacation period, said Employee shall receive compensation at the rate of double time for any hours so worked.

(e) In the event an Employee is called out to work, said Employee is entitled to a minimum of two (2) hours of pay at the appropriate overtime rates, unless the Employee is called out within the hour immediately preceding a regularly scheduled work day or shift, in which case the employee will only receive one (1) hour of overtime pay. The employee will be compensated for the hours or the partial hours actually worked following completion of the first two (2) hours of being on duty. It is further agreed that multiple calls within the first two (2) hours will be treated as a single callout.

ARTICLE VIII

Seniority

Section 1. For the purpose of this Agreement, seniority shall mean an Employee's length of continuous service with the City and shall be calculated on both a departmental and a City-wide basis.

Section 2. The seniority of each Employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months under this Agreement, shall begin as of the first day of such employment. If his seniority has been broken and he is re-employed, then and in that event, his seniority, after having been re-employed for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on that date of re-employment after his most recent loss of seniority hereunder.

Section 3. When making a reduction in the number of Employees due to lack of work and when rehiring, the following procedure shall govern:

(a) Employees who have not established seniority in the department shall be laid off first.

(b) Thereafter, Employees shall be laid off in the inverse order of their established seniority by department; provided, however, that no apprentice who has been employed for less than two (2)

years as such shall have preference in case of layoff, over a journeyman in the same classification who has established seniority under this Agreement.

- (c) The foregoing provisions of (a) and (b) will not apply when the application thereof would result in the City being required to lay off Employees possessed of skill essential to properly perform the work available at time of the layoff not possessed by Employees having greater seniority.
- (d) When adding Employees, those having established seniority, most recently laid off on account of curtailment of work shall be the first among those holding seniority to be re-employed, if available and physically able to return to work, provided they have the qualifications required.
- (e) An Employee displaced from his position as a result of a layoff or job elimination may exercise his seniority to bump an Employee with less seniority provided that he can demonstrate within five (5) working days that he is qualified to perform the work.

Section 4. Seniority of an Employee shall be deemed to have been broken when he:

- (a) Quits;
- (b) Retires;
- (c) Is discharged for just cause;
- (d) Is absent from work three (3) days without notifying the City;
- (e) Fails to report for work at the close of his leave of absence without City approval;
- (f) Fails, following layoff, to return to work within ten (10) working days, following receipt of notice of recall from layoff by telephone or notice sent to his/her last known address.
- (g) If an Employee is laid off for twenty-four (24) consecutive months. He shall, however, not lose his seniority, if it exceeds twenty-four (24) months, unless he is laid off for a continuous period equal to the seniority he had acquired under Section 3 of this Article at the time of layoff. In the event that an Employee with five (5) or more years of service is laid off in excess of five (5) continuous years, then the seniority of such Employee shall terminate.

- (h) Accepts other employment without the City's approval during a period of authorized leave of absence.

Section 5. Promotions shall be based on seniority, qualifications and ability. When ability and qualifications are sufficient in the opinion of the City, seniority shall prevail. Employees may exercise City wide seniority when bidding on all job vacancies **except** for the Head Serviceman Street Department, Head Lineman, Head Gas Serviceman, Chief Operator of Sewer, and Head Water/Sewer Serviceman, which will be filled from within the department and then if not so filled through Article IX Job Vacancies. The cemetery sexton position shall be filled through the bidding process from the members of the bargaining unit. However, selections shall be based upon knowledge of cemetery operations, interpersonal communication skills, as well as seniority within the bargaining unit. In the case where all factors are equal, seniority shall prevail.

The City's decision will be subject to the provisions of Article XIV.

- (a) When vacancies occur or when new positions are created, the City will post a notice on its bulletin boards for a period of five (5) days announcing the position open. Employees desiring to be considered shall make application for the position open. When necessary, temporary assignments may be made for the period the position is considered open.
- (b) Should an Employee decline a promotion, it shall have no effect on his/her future promotions.
- (c) An Employee promoted to a new position will be given a reasonable opportunity to demonstrate his qualifications and ability. If he/she does not qualify within a reasonable time, he/she shall be returned to the position he/she formerly held.
- (d) All current Employees in the Waste Water Treatment Plants shall have a specific amount of time to obtain the lower class license in accordance with State and Federal laws and regulations and shall continue to take additional license tests in the minimum time prescribed by State and Federal laws and regulations and shall pass the additional license tests within specific time periods (from date of initial employment in the department) set forth below:

1. Sewer Plant
 - Class III Operator 4 Years
 - Class IV Operator 2 Years

An Employee who does not meet the above qualifications shall return to the position he/she held prior to entering the plant.

(e) An Employee who is promoted to a job in the Waste Water Treatment Plants after October 1, 1989 shall have a specific amount of time to obtain the lower class license in accordance with State and Federal laws and regulations and shall continue to take additional license tests in the minimum time prescribed by State and Federal laws and regulations and shall pass the additional license tests within the specific time periods (from date of initial employment in the department) set forth below:

1. Sewer Plant
 - a. Class II Operator 7 years
 - b. Class III Operator 4 Years
 - c. Class IV Operator 2 Years

An Employee who does not meet the above qualifications shall return to the position he/she held prior to entering the plant.

If the City is required to employ a Class I Operator, all Employees hired after October 1, 1989, will be required to obtain a Class I license within the amount of time set by the City.

Section 6. An Employee who has established seniority shall be granted leave of absence upon written approval from the City and while on such leave, he/she shall not forfeit any seniority he/she may theretofore have established, provided he/she does not overstay his/her leave or accept employment elsewhere while on such leave without the approval of the City.

Section 7.

- (a) An Employee who has completed six (6) months of continuous employment who is subsequently injured and disabled in the course of his employment and who is unable to return to his/her regular duties, shall receive, beginning with the first full day of absence, the difference between the Illinois Workmen's Compensation Act payments to which he/she is entitled under said Act and eighty percent (80%) of his regular pay at his straight time hourly rate stipulated in Article III of this Agreement for absence on his regular work days.
- (b) Payment hereunder shall be limited to two hundred seventy (270) working hours in any one (1) year of the first three (3) years of continuous employment and shall also be limited to the period of time for which payments are made to the Employee for total temporary disability as provided by the Illinois Workmen's Compensation Act. After three (3) years of continuous employment, payments shall continue as long as payments are made to the Employee for total temporary disability, as provided by the Illinois Workmen's Compensation Act. In no case shall the payments continue for more than thirty (30) months.
- (c) In no case will an Employee be entitled to more than his/her basic take-home pay, that being his/her two-week wage at straight time minus legally required deductions, during the period of total temporary disability from work.

Section 8. The City and the Union may, by mutual agreement, cancel, suspend or alter the provisions of this Article in case of a mutual desire to provide employment for an Employee who has been partially disabled while in the employ of the City, on or off duty, or while on authorized leave serving the United States Military Service.

Section 9. City Supervisors will not perform bargaining unit work except for purposes of training or in emergency situations.

ARTICLE IX

Vacancies

Section 1. Filling Vacancies:

Vacancies will be filled as set forth in Article VIII, Section 5. Once an Employee has reached the Head Position in a skilled department, the Employee shall not be permitted to bid out of the department. Notwithstanding the foregoing, the City will consider the circumstance in unusual situations.

Section 2. Vacancies of Positions:

- (a) In the event there is a job vacancy in a Position and no Employee bids on such job or in the event that no such Employee is qualified to hold such job which is vacant, then, in either of such events, before attempting to fill such job vacancy from persons not employed by the City of Flora, the City agrees to seek bids on such job vacancy by all Employees through city-wide seniority.
- (b) Should an Employee fill a vacancy in another department as provided in this Section, his/her seniority shall be as provided for in Article VIII, Section 5 provided, however, that should such Employee not prove qualified for such job he/she shall return to his/her former position. If that position no longer exists, he/she may exercise his bumping rights as set forth in Article VIII, Section 3(e) based on his/her seniority. Should there be a layoff or abolishment of a job resulting in the said Employee losing his/her position because of lack of seniority, he/she shall retain his/her seniority as an Employee for the sole purpose of bumping pursuant to the provisions of Article VIII Section 3(e).

Section 3. When the City determines that a temporary posting is necessary due to illness, the following shall govern: If a temporarily absent Employee fails to return to his/her position, then the temporary vacancy and all other vacancies caused by his/her absence, and filled by the bid procedure will become permanent. If the temporary absent Employee returns to his/her position, then all Employees filling temporary positions, as a result of his/her absence, will return to the positions held at the time they bid the temporary position.

Section 4. It is the policy of the City of Flora, Illinois that Head Servicemen in each department may not bid into lower scale bargaining unit positions. However, the City will consider each position on a case by case basis in the event a Head Serviceman desires to bid into a lower scale position.

Section 5. Other:

- (a) Any Employee bidding into a Chief Operator's position at the sewer plant must be a Class II Operator as required by the State of Illinois.

ARTICLE X

Temporary Transfers

Section 1. The City shall have the right to make such temporary transfers as it deems necessary of Employees from their job to any other position.

Section 2. The parties understand and agree that because of the size of the City and the varied nature of the work to be performed by the Employees that in order for the City to operate efficiently and economically it is necessary for there to be a large degree of flexibility in the work to be performed by the Employees and in the cooperation and assistance in work between the various departments.

Section 3. Notwithstanding anything to the contrary in this Article any Employee temporarily transferred, shall be paid in accordance with Article III of this Agreement.

ARTICLE XI

Apprentice Program

Section 1. Line Department: The following provision constitute the apprentice program of the Line Department:

- (a) During the first six month period of employment in the Line Department, apprentices with no previous experience shall perform groundman's work and may use tools on the ground under supervision of journeyman or foreman.
- (b) During the next three month period of employment in the Line Department, apprentices may perform work on lines that are not energized.
- (c) During the second nine month period of employment in the Line Department, apprentices may perform work in company with a journeyman on energized secondary circuits of not more than 440 volts.
- (d) During the third and fourth nine month periods of employment in the Line Department, apprentices may perform work assisting a journeyman on all classes of work.
- (e) An Employee shall not advance to Journeyman until such time as the Employee satisfactorily completes Journeyman training and is certified by the IBEW Cooperative Apprentice School. See * in Article III Employee Classification and Wage Rate Scales should the Union discontinue its Apprentice School program.
- (f) Notwithstanding any other provisions of this Section, an Employee who does not meet the above qualifications within the given time frame shall return to the position he/she held prior to entering the Line Department.

Section 2. Gas Department: The following provisions shall constitute the apprentice program of the Gas Department:

- (a) Notwithstanding the completion by an Employee of one year employment as a first year apprentice, an Employee shall remain a first year apprentice and shall not advance further until such time as the Employee shall become proficient in determining whether a gas leak exists and locating the same, as well as proficient in the use of all equipment therewith. Furthermore, the Employee shall be capable of repairing gas leaks. The City shall provide to all first year apprentices such education regarding the welding of plastic gas lines as the gas engineer shall require. In addition, the first year apprentice must demonstrate to the Head Serviceman proficiency in the use of a backhoe and similar or other equipment used by the Gas Department, and shall make inspections and turn-ons when required.
- (b) Notwithstanding the completion by an Employee of one year employment as a second year apprentice, an Employee shall remain a second year apprentice, and shall not advance further until such time as the Employee shall demonstrate to the Head Serviceman proficiency in the installation and repair of gas meters and regulators and said Employee shall make inspections and turn-ons when required.
- (c) Notwithstanding the completion by an Employee of one year employment as a third year apprentice, an Employee shall remain a third year apprentice and shall not advance further until such time as the Employee shall demonstrate to the Head Serviceman that he has become knowledgeable and proficient in all phases of work performed by all Employees of the Gas Department and in the use of all equipment in connection therewith and in addition, proficient in computing the daily usage of gas from the Truckline Gas line office and projecting gas usage requirements by the City and be knowledgeable as to what steps may be required based upon the usage and projected usage of gas by the city. Furthermore, such Employee must complete all examinations and tests and obtain all licenses which may be required by the State of Illinois or any Federal agency and shall make inspections and turn-ons when required.

- (d) Notwithstanding any other provisions of this Section, an Employee who does not qualify as a Gas Utility Journeyman within forty-eight (48) months of starting in the Gas Department shall return to the position he/she held prior to entering the Gas Department.

Section 3. Water & Sewer Department: The following provisions shall constitute the apprentice program of the Water and Sewer Department.

- (a) Notwithstanding the completion by an Employee of a one year employment as a first year apprentice, an Employee shall remain a first year apprentice and shall not advance further until such time as the Employee shall become proficient in all of the following phases of work:

- (i) Install water meters;
- (ii) Check sewer pumping stations to see if operational;
- (iii) Flush fire hydrants;
- (iv) The care and maintenance required for all equipment.

- (b) Notwithstanding the completion by an Employee of a one year employment as a second year apprentice, an Employee shall remain a second year apprentice and shall not advance further until such time as the Employee shall become proficient in all of the following phases of work:

- (i) Run a backhoe, boring equipment, sewer cleaning machine, and other similar equipment used in the department;
- (ii) Have knowledge of tapping machines, pumps, piping and all tools used in water and sewer installations.

Furthermore, all second year apprentices shall attend meter school when required.

(c) Notwithstanding the completion by an Employee of a one year employment as a third year apprentice, an Employee shall remain a third year apprentice and shall not advance further until such time as the Employee shall become proficient in all of the following phases of work:

- (i) Operate tapping machine;
- (ii) Install water and sewer services;
- (iii) Repair water and sewer mains
- (iv) Be knowledgeable with the use of a booster pump;
- (v) Be knowledgeable with all water towers and altitude valves;
- (vi) Operate and maintain water and sewer pumps.

(d) Apprentices must demonstrate (to the Head Serviceman) proficiency in the phases of work in order to advance to the next apprentice level. All apprentices will be given an opportunity to train and to demonstrate their proficiency in all phases listed above. In the event the Employee does not have the opportunity to demonstrate his proficiency in a particular phase, the Employee will be advanced to the next level but will still be required to demonstrate proficiency in all phases.

(e) In addition, a third year apprentice shall not advance to a serviceman-journeyman position until such time as the Employee shall obtain a Class D water license and shall successfully complete such tests which may be required by the Federal or State Environmental Protection Agency(s).

ARTICLE XII

Management Rights

Section 1. The parties agree that the management and control of the City and business requires clear management authority and freedom to make decisions. Consistent with the above and, except where otherwise expressly limited by the terms of this Agreement, all the responsibilities, powers and authority which the City had prior to the signing of this Agreement are retained by it. Further, by way of example and not by way of limitation, the City retains sole responsibility for the management of the City; the direction of the working force; the right to plan, direct and control all business operations; the sole responsibility for the selection, direction, size and makeup of the work force, including the right to hire, the right to lay off, the right to discharge, suspend or otherwise discipline for just cause; the right to transfer; the right to establish, enforce and require compliance therewith the City's reasonable rules and regulations and the right to change existing rules, regulations and working conditions which changes shall not be in conflict with the express terms of this Agreement as the City of Flora may from time to time deem best for the purpose of maintaining order, efficiency, safety and health; the right to contract out; the right to introduce new and improved methods of operations; and all other such management prerogatives as are not specifically restricted by this Agreement.

ARTICLE XIII

Social Security

It is agreed by and between the parties hereto that all Employees covered by this Agreement will continue to receive Federal Social Security coverage under the provisions of 40 ILCS 5/21-101 and 21-121.

ARTICLE XIV

Method of Settling Differences

A grievance is defined as any dispute over the application, interpretation or violation of any provision of the Agreement or any City practice, policy or action affecting the Employees.

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 as defined above shall be settled as soon as possible in the following manner:

Step 1: An Employee having a grievance involving discipline or discharge shall present it to his/her City Supervisor within five (5) days of knowledge of the occurrence of the incident. The Employee may be accompanied by his/her Steward if he/she so desires.

Step 2: If satisfactory settlement is not reached in twenty-four (24) hours, the grievant must reduce the grievance to writing and present it to the supervisor within two (2) working days of the immediate supervisor's denial. The supervisor and the Employee and/or steward will meet within five (5) working days of the grievance being filed in writing and the supervisor will respond in writing within five (5) working days of the meeting.

Step 3: The grievance may be processed further by notifying the City Administrator or designee, within five (5) working days of the decision of the supervisor, of the desire to discuss the matter further with the Administrator. The Business Representative of the Union and the City Administrator or designee then shall meet within ten (10) working days and attempt to resolve the dispute. The City Administrator or designee shall give his/her answer in writing within five (5) working days after this meeting with the Business Representative of the Union.

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 sixty (60) working days after the completion of Step 3.

If the City and the Union agree on a single arbitrator, the grievance shall be presented to the arbitrator for final determination. Should the City and the Union fail to agree on a single arbitrator, they shall request that Federal Mediation and Conciliation Service submit one (1) panel of seven (7) arbitrators. Either party may reject a panel in which case a new panel shall be requested. Each party shall alternatively 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 proceeding 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 is 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.

ARTICLE XV

No Strike - No Lockout

Section 1. The Services to be performed by the Employees covered by this Agreement pertain to and are essential to the operation of a municipal service and to the welfare of the public dependent thereon, and a consideration thereof, and of the agreements and conditions herein, to be kept and performed by the City, the Brotherhood and the Local Union agree that under no conditions, and in no event whatsoever, will the Employees, any Employee individually, or a group of Employees, who are members of the brotherhood covered by this Agreement be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the position held by them under the City, in accordance with the terms of this Agreement, and the Brotherhood and Local Union agree to do everything within their power to immediately end or avoid the conduct prohibited in this clause. The City agrees not to lock out its Employees during the term of this Agreement.

ARTICLE XVI

Medical Benefit Plan

The City will pay 95% of the cost for Employee only coverage under its medical benefit plan. Effective March 7, 2008, the City will pay fifty percent (50%) of the difference between the Employee single premium and the family premium so long as the Employer remains partially self funded. In the event the City changes from a self funded status, the City agrees to negotiate possible changes with the Bargaining Unit. The City shall maintain no less than the current level of benefit coverage during the term of this agreement.

Effective October 1, 2004, those Employees who have attained both 55 years of age with 25 years of continuous service will have the option of retirement whereby the City would offer to pay one-half (1/2) of such retired Employee's insurance premium until such time as such retired Employee reaches the age of 65 years.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers on the dates hereinafter set forth.

CITY OF FLORA, CLAY COUNTY, ILLINOIS

Date: 4-16-18

BY: *Michael J. Stay*
MAYOR

ATTEST:

Rebekah S. Burgess
CITY CLERK

**LOCAL UNION NO. 702 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

Date: 4-17-18

BY: *G. J. Miller*
Business Representative

**LOCAL UNION NO. 702 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

Date: 4-20-18

BY: *Steve Hughart*
STEVE HUGHART, Business Manager

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

6/8/2018

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement