

AGREEMENT

between

AKIN WATER DISTRICT

and



IBEW LOCAL 702

LOCAL UNION No. 702

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

April 1, 2019 to March 31, 2022

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PREAMBLE

AGREEMENT

THIS AGREEMENT, shall be binding upon the District and the Union, its successors or assigns, and shall take effect April 1st, 2019, and shall remain in full force and effect until and including March 31st, 2022, and shall continue in full force and effect from year to year thereafter until it has been cancelled or amended. This Agreement may be amended, modified or cancelled by either party giving to the other party written notice not less than ninety (90) days prior to the anniversary date hereto. In the event that such notice is given, negotiations shall, unless mutually agreed otherwise, begin no later than sixty (60) days prior to the anniversary date.

Changes mutually agreed to may be made at any time.

ARTICLE I

PURPOSE

SECTION 1.1. Purpose. This Agreement is established for the purpose of prescribing the legitimate rights of its employee, Union and the District, and to protect the public health and safety of the citizens within the District, through the establishment of certain hours, wages and other conditions of employment for persons within the bargaining unit and by establishing procedures for the resolution of disputes concerning interpretation and applications of this agreement.

SECTION 1.2. Past Practice. The past practices of the parties prior to this Agreement will continue in full force and effect unless specifically altered by this Agreement.

ARTICLE II
UNION MEMBERSHIP

SECTION 2.1. Deduction of Union dues. The District agrees to deduct, two times a month, from the pay of those individuals requesting it, Union membership dues. A request by an employee shall be made on a form agreed to by the parties. The District shall submit the aggregate deductions of all employees to the Union on a monthly basis at the address designated in writing to the District by the Union, and such transmittals shall provide the names, addresses and social security numbers. The Union shall advise the District of any increase in dues, in writing, a least (30) days prior to its effective date.

SECTION 2.3. Non-Discrimination. It is understood and mutually agreed that no member of the Union shall be discriminated against or denied employment because of his activities in legitimate matters affecting the Union.

SECTION 2.4. C.O.P.E. Deductions. C.O.P.E. (Committee On Political Education) contributions will be checked off of pay only on the separate written order of the individual employee subject to revocation by him at any time by means of a separate written order. The Company will notify the Union at once on the receipt of any such notice of revocation. The written authorization from the employee shall contain the amount to be deducted. All monies withheld shall be forwarded monthly to the Local Union's Financial Secretary.

ARTICLE III
MANAGEMENT RIGHTS

SECTION 3.1. Except as expressly modified by a specific provision of this Agreement or past practice, the District reserves and retains solely and exclusively, all of its inherent rights to manage the business as such rights existed prior to the execution of any Agreement with the Union.

These rights shall include the following:

- To direct all operations of the District;
- To hire or promote, and to create positions within the District;
- To suspend, discharge, and take other disciplinary action against employees for just cause;
- To determine the work to be performed by the District, the number of workers necessary to perform that work; and to lay off employees accordingly;
- To maintain efficiency of District operations:
- To introduce new or improved methods of operations:
- To introduce new or improved tools, machinery or facilities;
- To contract out for services/work normally performed by the Bargaining Unit, as long as the sub-contracting does not cause or result in a reduction of hours worked by Bargaining Unit employee(s), lay off or continue a layoff of Bargaining Unit employee(s), or prevents a call-out of any Bargaining Unit employee(s);
- To establish reasonable rules and regulations.

ARTICLE IV
NON-DISCRIMINATION

SECTION 4.1. Prohibition Against Discrimination. The District and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, mental and /or physical handicap unrelated to the ability to perform work, marital and parental status, political affiliations or belief, sexual orientation; or a less than Honorable Discharge from military service.

SECTION 4.2. Union Activity. Both the District and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE V
EMPLOYEES

SECTION 5.1. Definitions. For the purpose of this Agreement, the following definitions shall be applicable:

Probationary Employee: All new employees shall hold probationary status for the first three (3) months following their last date of employment with the District. The District may terminate a probationary employee without cause, and that employee shall have no recourse to the grievance procedure of this Agreement for the termination. Unless otherwise stated in this Agreement, probationary employees shall receive all benefits listed herein.

Regular Part-time Employee: Regular part-time employees are those individuals who normally work thirty-two (32) hours per week or less on a regular and continuing basis. A part-time employee is an individual who has completed the three (3) months of continuous probationary service immediately preceding the regular part-time status. Such employee shall be entitled to all of the benefits of this Agreement. All permanent Regular part-time employees covered by this Agreement shall receive no less than 20 hours per week of employment, providing they are ready and in condition to perform their work.

Regular Full-time Employee: Regular full-time employees are those individuals who normally work forty (40) hours per week on a regular and continuing basis. A full-time employee is an individual who has completed the three (3) months of continuous probationary service immediately preceding of the regular full-time status. Such employee shall be entitled to all of the benefits of this Agreement. All permanent employees covered by this Agreement shall receive full-time employment, providing they are ready and in condition to perform their work.

SECTION 5.2. Probationary Employee Seniority. A probationary employee shall have no seniority until he/she has completed his/her probationary period. Upon completion of the probationary period, the employee will acquire seniority from the date of hire.

ARTICLE VI

WORK ASSIGNMENT

SECTION 6.1. Job Assignments. The District reserves the right to assign any bargaining unit employee to any work for which he/she is qualified. All work performed within the jurisdiction of the District shall be manned by active employees before utilizing any outside labor force. As long as employees are qualified and able to carry out their duties in accordance with this Agreement.

SECTION 6.2. Management and Supervisory Staff. Nothing in this Agreement shall limit the District's authority to subcontract work except where the subcontracting of work would cause the layoff of bargaining unit member, or which would prevent an employee on layoff status from returning to work, or would reduce the number of permanent employees. It is not the District's intention to replace bargaining unit employees with the use of subcontracting.

SECTION 6.3. No Strike-No Lockout. The Union agrees that it will not authorize a strike, slow-down, stoppage, restriction, of output, interruption or impeding of work by any or all employees during the term of this Agreement. The District agrees that it will not engage in a lock-out of the employees during the term of this Agreement. The Union further agrees that it will take every reasonable means which are within its power to induce employees engaged in a strike or work stoppage in violation of the terms of the Agreement to return to work. The District and Union further agree that all questions, disputes, or controversies under this Agreement shall be settled and determined solely and exclusively by the grievance and arbitration procedures provided in this Agreement.

SECTION 6.4. Inclement Weather. The Company will not require employees to work outside in weather, which the Manager and the steward agree is inclement unless such work is necessary to protect life or property.

ARTICLE VII

HOURS OF WORK

SECTION 7.1. Hours.

- A. The regular workweek shall consist of forty (40) hours per week, Monday through Friday, with the normal workday being eight (8) hours a day.
- B. Except for Regular Part-time employees, the normal daily hours of work are 8:00 A.M. to 4:30 P.M. with a one-half (1/2) hour unpaid meal break.
- C. At the discretion of the General Manager, maintenance employees may move their starting time up by not more than two (2) hours in order to compensate for excessive temperatures.

SECTION 7.2. Overtime Rate. Overtime shall apply to all hours worked or compensated for, outside the regularly scheduled work day, and all time in excess of eight (8) hours per day or forty (40) hours per week. All overtime Monday thru Saturday shall be paid for at one and one-half (1 ½) times the regular hourly rate. All Overtime on Sundays or Holidays listed in this agreement shall be paid for at two (2) times the regular hourly rate.

SECTION 7.3. Approval of Overtime. Except in emergency situations, all overtime must be assigned or approved, in advance, by the Board of Trustees.

SECTION 7.4. Assignment of Overtime. The District shall attempt, as much as possible, to distribute overtime assignments equally among employees who normally perform the work. No employee shall be denied overtime on the basis of their Union activity or as the basis of discipline.

SECTION 7.5. Rest Clause. An employee who has worked for sixteen (16) or more continuous hours shall, upon release, be entitled to, but not mandated to take, an eight-hour rest period before he returns to work.

SECTION 7.6. Breaks.

A. All employees will be allowed a daily rest period of twenty (20) minutes in the morning and twenty (20) minutes in the afternoon. Such rest periods will be taken so as not to conflict with the District's operations.

B. Unpaid lunch periods are one-half ($\frac{1}{2}$) hour in duration, and shall be scheduled at mid-shift.

SECTION 7.7. Call-Back Pay. All employees are subject to a call back to work. Any employee called to work outside their regular hours of work, or on a day off, shall be guaranteed a minimum of two (2) hours pay at the appropriate wage rate. Work assignments during call outs shall be limited to the work which initiated the call.

SECTION 7.8. Recording Work Hours. Unless otherwise waived by the Board of Trustees, employees are required to accurately record actual hours worked. Falsification on a time record, is grounds for disciplinary action.

ARTICLE VIII

HOLIDAYS

SECTION 8.1. Recognized Holidays. All employees shall have time off with full salary payment for the following days:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	December 26-December 31

NOTE: Part-Time employees will be compensated for the number of hours they are typically scheduled to work for the December 26 – December 31 holiday. (For instance, if the employee typically works 20 hours, they will be paid for 20 hours during that period. If the employee typically works 32 hours, they will be paid for 32 hours during that period)

SECTION 8.2. Holiday Work. When an employee works on a holiday or the day celebrated therefore, the employee shall be paid at two (2) times the regular wage rate, plus holiday pay. Work extending beyond an eight (8) hour period will be compensated at two (2) times the regular wage rate.

SECTION 8.3. Advance Notice. Employees scheduled to work on a holiday shall be given as much advance notice as practicable.

SECTION 8.4. Assignment to Work. When some but not all employees are required to work on a holiday, the District shall make reasonable efforts to assign holiday work on a rotating basis, but it may also consider the needs and the requirements of the district as well as the qualifications of the employees.

ARTICLE IX
PERSONAL LEAVE DAYS

SECTION 9.1. Use. Each full-time regular employee may have three (3) personal leave days per calendar year to be deducted from their accumulated sick days. The use of personal leave days shall be with pay, but may not be used in increments of less than one (1) day at a time.

ARTICLE X
VACATIONS

Section 10.1. Earned Vacation. Permanent Full-time employees in the bargaining unit will earn vacation as set forth in the following schedule. Permanent Part-time employees will receive half (1/2) of the listed number of days based on years of service.

<u>Amount of Service</u>	<u>Number of Days</u>
Up to One (1) Year	5 Days
1 Year	10 Days
5 Years	12 Days
10 Years	15 Days
15 Years	20 Days
30 Years	25 Days

SECTION 10.2. Non-accrual. Vacation time shall not be accrued from year-to-year. If the employee fails to use their annual vacation, on or before their anniversary date, they shall be paid for the same.

SECTION 10.3. Use. Vacation time may be taken in increments of not less than one (1) hour at a time.

SECTION 10.4. Payment. Upon death or termination of employment, any earned but unused vacation shall be paid to the employee's estate or the employee.

SECTION 10.5. Holiday in Vacation. If a holiday falls during a vacation, the employee will receive an extra day of vacation.

ARTICLE XI

SICK LEAVE AND BEREAVEMENT LEAVE

SECTION 11.1. Accrual and Use. All employees shall accumulate paid sick leave at the rate of one day per month up to a total of eight (8) days a year. Sick leave may be used for illness disability, or injury of the employee, appointments with doctors, dentists or other professional medical practitioners, and in the event of illness, disability or injury of a member of the employee's immediate family or household. For the purpose of definition, the "immediate family or household" shall be husband, wife, mother, father, children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, and who requires the employee's personal care and attention. Sick leave may be used in no less than one (1) hour increments.

SECTION 11.2. Misuse of Sick Leave. An employee is subject to discipline for misuse of sick leave up to and including discharge. Misuse of sick leave shall be defined as the use of sick leave for any reason other than those listed in Section 11.1.

SECTION 11.3. Accumulated Sick Leave. An employee may accumulate up to Two Hundred Forty (240) days of sick leave. No accumulated days will be paid if the employee is terminated. Retirees shall be reimbursed at 100% of unused sick leave or IMRF service credit.

SECTION 11.4. Notification. Employees claiming sick leave shall notify the district office as soon as practicable on the day of illness. Illnesses lasting longer than three may require a medical slip from a doctor.

SECTION 11.5. Proof of Illness. The District may require sufficient proof of use of sick leave, and it will not require a doctor's certificate for absences of less than three (3) working days, unless there is reasonable suspicion that the employee has abused the sick leave granted by this Agreement. Sick leave pay in excess of three (3) working days for reasons of personal illness or physical incapacity will be granted only after presentation of a written statement by a licensed medical doctor certifying that the employee's condition prevented him/her from performing the duties of his/her position.

SECTION 11.6. Bereavement Leave. Employees may use, up to, three (3) scheduled working days paid bereavement leave per contract year for the funeral of the following family members which shall consist of: husband, wife, mother, father, children, grandparents, mother-in-law, father-in-law, stepchildren, stepmother, stepfather, spouse's grandparents, grandchildren, brother, sister, stepbrother, stepsister, or any relative or person living in the employees household for whom the employee has custodial responsibility and who requires the employees personal care and attention. In extenuating circumstances, the General Manager may authorize additional time off for death in the immediate family, without pay, or non-paid funeral leave for other family members not listed above.

ARTICLE XII

OTHER PAID LEAVES

SECTION 12.1. Jury and Grand Jury Duty. Leave with pay will be granted to bargaining unit employees for time spent in jury and grand jury service. Employees will be paid the difference, if any, between any jury duty compensation they receive and their regular wages for each day of jury duty.

ARTICLE XIII

UNION RIGHTS

SECTION 13.1. Union Accessibility. The Business Manager of the Local Union, or his representative, shall be allowed access to any job for a reasonable length of time where employees are employed under the terms of this Agreement.

SECTION 13.2. Union Bulletin Boards. The Union shall be allowed to place one (1) Union bulletin board at each work location. These boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in any nature.

ARTICLE XIV

INSURANCE

SECTION 14.1. Insurance. The District agrees to continue provide the current health insurance program for all Full-time District employees and their dependents under the following terms and conditions:

1. The District will provide employee-only coverage to all Full-time District Employees free of charge.
2. For those employees electing dependent coverage, they will be required to pay 100% of the difference in monthly premium.

ARTICLE XV

SENIORITY

SECTION 15.1. Definition. Seniority shall be defined as the length of continuous service that the employee has with the District.

SECTION 15.2. Recognition of Seniority. The District recognizes seniority as the prime consideration in determining lay-offs. Inappropriate application of this criteria by the District shall be subject to grievance the procedure listed in this Agreement.

SECTION 15.3. Seniority List. The list of employees rated according to seniority will be attached to and made a part of this Agreement.

SECTION 15.4. Start of Seniority. New employees in the bargaining unit shall obtain seniority after three (3) months of continuous probationary status. Once the employee has successfully served the three (3) months of continuous probationary status, seniority shall relate back to the original date of hire in the bargaining unit.

SECTION 15.5. Continuous Service. The term "continuous service" and "employed continuously" as used in the article shall be so construed that absence from employment due to illness, accident, family death, or other similar occurrences, or lay-offs by the District due to lack of work or for other causes shall not cause a break in the meaning of the word "continuous" for the purpose of computing seniority, vacation or other provisions of this Agreement.

SECTION 15.6. Loss of Seniority. An employee shall lose his/her seniority and no longer be an employee, if:

1. He/She resigns or quits;
2. He/She is discharged (unless reversed through the grievance or arbitration procedure); or
3. He/She retires.

SECTION 15.7. Use of Seniority. Seniority will be the determining factor on the following items:

1. Shift selection;
2. Vacation selection;
3. Job bidding;
4. Layoff and rehire.

ARTICLE XVI

LAY OFF AND RECALL

SECTION 16.1. Lay Off. When it becomes necessary for the District to reduce its working forces because of lack of work, employees will be demoted or released by seniority within the occupational work group that has lack of work.

Employees laid off in one department shall be able to exercise their seniority by bumping another employee with less seniority in another department provided he has the skill to perform the job after reasonable periods of training and instruction. When restoring forces, those most recently demoted or released shall be the first to be restored or re-employed.

SECTION 16.2. Recall. An employee with seniority who has been laid off for less than twenty-four (24) months shall be recalled to work if a vacancy occurs.

ARTICLE XVII
GRIEVANCE PROCEDURE

SECTION 17.1. Grievance.

- A. A grievance is defined as any difference, complaint or dispute between the District and the Union or any employee regarding the application, meaning or interpretation of this Agreement.
- B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Union may have the steward and the grievant, or one grievant representing group grievants, present at any and every step of the grievance procedure, except during deliberations of the Board of Trustees/Committee. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 17.2. General Requirement.

- A. All grievances must be initiated no later than ten (10) working days from the date the grievant became aware of the occurrence giving rise to the complaint. Waiver of the ten (10) day requirement, at any time, by the District, shall not be considered the establishment of a past practice for any future grievances.

Knowledge by the employee, or by a Union representative, is considered knowledge by the Union. The Steward shall be allowed sufficient access and time during working hours to investigate the complaint prior to reducing the complaint to writing.

- B. Any grievance must be in writing, on a form approved by the District, and shall include the following:
 - 1. The date of the alleged violation and the date when efforts to informally resolve the same occurred;
 - 2. Statement of facts upon which the grievance is based;
 - 3. The provision(s) of the Agreement violated;
 - 4. The remedy requested:

5. Initial list of witnesses known at the time. Unintentional mistakes made on the written grievance form shall not be deemed a waive of the grievance.
- C. Time frames at any point throughout the grievance procedure may be extended by mutual agreement of the parties.
- D. Any waiver by the District of the technical requirements of a written grievance shall not be considered the establishment of a past practice for future grievances.
- E. Nothing in this Agreement prevents an employee, assisted by the Steward, from presenting a grievance to the employer and having the grievance heard and settled without the intervention of the Union; provided that the Union is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any agreement in effect between the employer and the Union.

SECTION 17.3. Grievance Steps. Employees are encouraged to informally resolve any grievance by discussing the same with Board of Trustees.

Step 1. Union/General Manager

In the event the difference is not resolved informally, it shall be presented in writing by the Union to the General Manager within ten (10) working days from the date that the grievant became aware of the occurrence giving rise to the complaint. Within seven (7) working days after the grievance is presented this step, the Board of Trustees shall discuss the grievance with the Union and the employee. The Board of Trustees shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union and to the employee.

Step 2. Board of Trustees.

If the grievance is still unresolved, it may be presented by the Union and the employee to the Board of Trustees in writing within five (5) working days after receipt of the Step 1 response. The Board of Trustees reserves the right to handle a Step 2 grievance through the Board as a whole, or to assign the same to a personnel committee appointed by it. The parties will meet or hold those discussions within fifteen (15) days after receipt of the written grievance in an attempt to resolve the grievance unless the parties have mutually agreed otherwise. The Board of Trustees, or its designee, shall give a written decision within ten (10) working days following the meeting.

Step 3. Arbitration

- A. If the grievance(s) is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the District within seven (7) working days after the Step 2 answer, or after such answer was due, may appeal the grievance(s) to Step 3. After such appeal, representative of the District and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days after the grievance is appealed to Step 3, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. the arbitrator shall be notified of his/her selection by a joint letter from the District and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the District and Union representatives and shall be notified of the issue where mutually agreed by the parties.

B. Arbitration Procedures

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The District 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 own witnesses who are not employees of the Employer.

The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

The decision and award of the arbitrator shall be final and binding on the District, the Union and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

SECTION 17.4. Advanced Grievance Step Filing. Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure, may be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate District representative at the step where it is desired to initiate the grievance.

In case the difference is of an emergency nature, the employer and the Union shall make every attempt to resolve the grievance with speed warranted by the circumstances without regard to the time limits set forth above.

SECTION 17.5. Pertinent Witnesses and Information. Both parties may request for the production of the documents and witnesses in accordance with uniform rules of arbitration.

ARTICLE XVIII

DISCIPLINE

SECTION 18.1. Retention of Rights. The District, as a part of its management's rights under Article III, retains the right to discipline, suspend and discharge employees for just cause (probationary employees without cause). The District shall, though, notify an employee in writing of any discipline within ten (10) working days of the date of the occurrence giving rise to the discipline, or within ten (10) working days from the date that the District has completed its investigation of an occurrence and /or has learned of an occurrence.

SECTION 18.2. Suspension Pending Investigation. The District may immediately suspend an employee, with pay, pending the completion of an investigation. Any investigation while an employee is suspended shall proceed as quickly as reasonably possible, considering the complexity of the issues and the availability of information.

SECTION 18.3. Oral Reprimands. In case of oral reprimands, the Board of Trustees must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline.

SECTION 18.4. Notification of Disciplinary Action. It is intended by this Agreement that the District shall have the right to implement appropriate disciplinary measures depending upon the nature and the frequency, of the offense, and may include oral warnings, written warnings, suspensions and discharge. The District agrees to follow these steps of progressive discipline unless the severity of the offense warrants immediate suspension pending investigation. In the event disciplinary action against an employee, other than the issuance of an oral warning, the District will, within a reasonable period of time, furnish the employee with a clear and concise statement of the reasons for the action. The measure of discipline and the statement of reasons may be modified, in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

ARTICLE XIX
PERSONNEL FILES

SECTION 19.1. Employee Review. Employees and /or their Union representative, if authorized by the employee, shall have the right, upon request, to review the contents of their personnel file(s) in accordance with Illinois law.

ARTICLE XX
WAGES AND ALLOWANCES

SECTION 20.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "A".

A. The attached wage schedule shall be considered a part of this agreement.

SECTION 20.2. Pay Period. Employees shall be paid every two weeks on Monday, except when Monday is a holiday, and then pay day shall be on Friday before such holiday. Employees on vacation, personal days, or other paid leave days, may pick up their checks on the scheduled payday, or any day thereafter unless special arrangements are made with the Treasurer in advance.

ARTICLE XXI
JOB BIDDING

SECTION 21.1. Procedure. When a vacancy occurs in a classification as listed in Appendix A, the vacancy shall be posted on the bulletin board for a period of 5 working days. Employees may bid the vacancy by signing the bid sheet on or before the deadline listed on the notice. Employees, who do not properly sign the bid sheet on or before the deadline, may not be considered.

SECTION 21.2. Seniority. Employees bidding the current vacancy, ability and qualifications being sufficient, seniority shall prevail, the employee awarded the vacancy shall receive the appropriate pay rate for that classification.

SECTION 21.3. Lack of Bidders. If no employee in the bargaining unit bids the vacancy, the Board of Trustees shall be free to fill the position with a new hire.

SECTION 21.4. Promotion Denial. Should an employee refuse a promotion, it shall have no effect on future promotions.

SECTION 21.5. Ability to Perform. An employee awarded to a new position will be given 90 days to demonstrate his ability to handle the position, if he does not demonstrate within a reasonable time, he will be returned to his previous job formerly held and the vacancy will re-bid.

SECTION 21.6. Injured Employee. An employee injured while in the employ of the District shall continue to accrue seniority and will be notified of any vacancies that may arise while away from work and shall be allowed to bid on any vacancy that was posted within the previous 90 days, also said employee shall be reinstated to his former position with full seniority provided he is pronounced recovered by the attending physician.

SECTION 21.7. Probationary Employees. Probationary employees shall not accumulate any seniority or bidding rights until completion of their probation period. Probationary employees after 30 days will be entitled to all the provisions contained in this Agreement with the exception of their retention before the probation period is completed.

ARTICLE XXII

RETIREMENT BENEFITS

SECTION 22.1. IMRF Pension. The District shall provide IMRF pension benefits. The District funding of the IMRF will continue as long as the employee retains active status with the District.

ARTICLE XXIII

DRUG TESTING

Section 23.1. Drug Testing. The parties to this Agreement jointly recognize that safety is of paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with rules concerning substance abuse.

Section 23.2. Testing Conditions. Drug testing shall be utilized only under the following conditions:

1. Pre-Employment; and/or
2. Reasonable cause or suspicion due to accident or injury.

A positive test under each of the conditions listed above could be considered cause for suspension and/or termination. Employees shall have all rights to continue employment with the District by utilizing Article XXV, Section 23.3, as outlined below.

Section 23.3. Positive Drug Test. In an effort to maintain a drug-free workforce, while also recognizing certain factors contribute to extenuating circumstances, the parties to this Agreement support the following program designed to help employees overcome their dependence on illegal substances.

1. An employee who has been dismissed from service as a result of violating substance abuse rules may elect to participate in the substance abuse Rehabilitation/Education Program (Substance Abuse R/E Program), provided:
 - a. The employee has had no substance abuse offense on his or her record; and
 - b. The employee has not participated in the substance abuse R/E Program previously; and
 - c. The incident giving rise to the dismissal did not involve significant rule violations other than substance abuse.

2. Participation in the substance abuse R/E Program shall continue for a period of twelve (12) months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Program (EAP) Counselor.
3. A letter, notifying the employee of the availability of the substance abuse R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.
4. The employee may elect to participate in the substance abuse R/E Program by completing and returning the request form to the Personnel Department within ten (10) calendar days of receipt of the Notice of Dismissal.
5. The employee must contact the EAP Counselor within five (5) days of electing to participate in the substance abuse R/E Program.
6. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment, which the employee should follow.
7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the EAP Counselor during the remainder of the Program.
8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the EAP Counselor while out of service and after return to service during the remainder of the Program.

9. If at any time during the twelve (12) month period referred to in paragraph (2), the employee fails to follow the course of treatment established by the EAP Counselor, the company shall remove the employee from the Program. If the employee has been returned to service, the company shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.
10. An employee may withdraw from the substance abuse R/E Program at any time by notifying, in writing, the EAP Counselor and the Personnel Department. If the employee has been returned to service, the company shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.
11. If the employee successfully completes the substance abuse R/E Program, a notation to that effect shall be placed on the employee's Personal Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.
12. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the substance abuse R/E Program.

ARTICLE XXIV
SAVINGS CLAUSE

SECTION 24.1. Legal Compliance. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction or conflict with any applicable state or federal law or presidential, regulation, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 11 day of March, 2019.

AKIN WATER DISTRICT

LOCAL UNION NO. 702
International Brotherhood of
Electrical Workers

BY: 
C.L. Carlile,
Board Chairperson

BY: 
Steve Hughart,
Business Manager


Tate Wright,
Business Representative



Appendix "A"

Wages

Classification	4/1/2019	4/1/2020	4/1/2021
General Manager - (Must maintain a Class D License)	\$26.17	\$26.96	\$27.77
Assistant Manager	\$20.61	\$21.23	\$21.87
Secretary	\$18.00	\$18.54	\$19.10
Treasurer	\$17.25	\$17.77	\$18.30

A bonus \$2.00 per hour pay increase will be allowed for any employee other than the General Manager who qualifies/ receives/ maintains a Class D water license.

For those employees that wish to obtain a higher-class license, the District will pay for the course and associated materials in accordance with such instruction. Every effort will be made to afford the employee the opportunity to attend all classes. Employees must successfully pass the course to be eligible for this benefit. It is further agreed that all course material, such as textbooks and manuals, shall be retained by the District, excluding completed testing and other paperwork items, which will be retained by the applicable employee.