

# COLLECTIVE BARGAINING AGREEMENT

*Between*

City of  
*Casey*

**CITY OF CASEY**

*And*



**LOCAL UNION NO. 702**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**(Affiliated with American Federation of Labor)**

**Effective**

**May 1, 2019 to April 30, 2022**

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## **SCOPE OF AGREEMENT**

This Agreement has been entered into this 7th day of May, 2019, by and between the **City of Casey, Illinois**, Clark County, Illinois (hereinafter referred to as the “City”), and **Local Union No. 702 International Brotherhood of Electrical Workers, AFL-CIO**, hereinafter referred to as the “Local Union”.

### **PREAMBLE**

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

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

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

### **ARTICLE 1 RECOGNITION**

#### **Section 1.**

The City recognizes the Local Union and its successors as the sole and exclusive bargaining representative of the following unit of Employees:

All full-time employees of the City of Casey employed in the Electric Department, Gas Department, Street Department, Sewer Department, Water Department, and Office Personnel Department.

Excluded: All managerial, supervisory, and confidential employees as defined by the Illinois Public Relations act.

#### **Section 2.**

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

**Section 3.**

Nothing in this Agreement shall limit the right of the City to employ part-time, seasonal or temporary employees including employees from temporary labor services. It is agreed that these individuals will not be employed for more than six (6) months in a twelve (12) month period.

**ARTICLE 2  
NON-DISCRIMINATION**

**Section 1.**

The City and the Union agree that they will not discriminate against any employee or applicant for employment for or on account of, or because of sex, creed, race, color, religion, age, marital status, national origin, union activity, or handicap to the extent covered by law provided the employee is capable of performing his job.

**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.

**ARTICLE 3  
NO STRIKE OR LOCKOUTS**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

The City agrees that during the term of this Agreement it will not cause or call any lockout of its employees.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**Section 1.**

The parties agree that the management and control of the City and business requires clear management authority and necessary freedoms to make decisions. Except where otherwise expressly limited by the terms of this Agreement, responsibilities, powers and authority which the City had prior to the signing of this Agreement are retained by it. Further, 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 necessary business operations; the sole responsibility for the 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 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 Casey may from time to time deem best for the purpose of maintaining order, efficiency, safety and health; the right to introduce new and improved methods of operations; and all other such management prerogatives as are not specifically restricted by this Agreement.

**Section 2.**

This Agreement contains the parties' understanding, and any prior practices, benefits and oral agreements are superseded by the terms of this Agreement. All past practices should be committed to writing and signed by the parties as a supplement to this Agreement. The City may, in its discretion, discontinue or modify the provision of any benefits or privileges not specifically required under this Agreement without further bargaining, discussions or consultation with the Union, at any time during the term of this Agreement without such further bargaining, discussions or consultation.

## **ARTICLE 5**

### **SENIORITY**

#### **Section 1.**

For the purpose of this Agreement, seniority shall mean an Employee's length of continuous service with the City. Seniority will be calculated from the date of employment in the Bargaining Unit, but will be withheld until a new employee has successfully completed their probationary period.

#### **Section 2.**

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 shall be laid off first.
- (b) Thereafter, Employees shall be laid off in the inverse order of their established seniority.
- (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 possessing of skills essential to properly perform the work available at time of the layoff not possessed by Employees having greater seniority. This matter would be subject to the Grievance and Arbitration Procedures.
- (d) When adding Employees, those having established seniority and 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.
- (f) If an Employee is laid off for twenty-four (24) consecutive months he shall not lose his seniority.

### **Section 3.**

Probationary Employment. During their first ninety (90) working days of continuous service with the City, employees shall be considered to be probationary employees and shall not be entitled, except as otherwise expressly provided, to any benefits conferred by this Agreement; and such employees may be discharged or disciplined at the discretion of the City for any reason without recourse by the Union or the employee. After completion of such probationary period, the length of service date of such employees shall be deemed to commence from the date upon which they entered the service of the City. Employment through a temporary employment service shall be considered to be employment by or service with the City for any purpose under this Agreement.

### **Section 4.**

Seniority List. A list of employees in the bargaining unit with their date of hire shall be posted on the bulletin board with a copy sent to the Union. The City will furnish to the Union and shop steward annually, on or about January 1, a revised seniority list.

### **Section 5.**

Vacancies. Vacancies shall be filled based upon an individual's seniority, ability and qualifications to perform the work in question, as determined by the City. If two applicants (one from the bargaining unit and one from outside the unit) are equally qualified, the City shall fill the vacancy by promoting the bargaining unit employee. If two applicants from within the bargaining unit are equally qualified, the City shall fill the vacancy by promoting the most senior qualified employee. Any dispute covering a determination made by the City under this Section covering the work in question shall be reviewable under the provisions of Article 7. Nothing contained herein shall limit the right of the City to hire from outside the bargaining unit provided there is no qualified internal applicant or promote a more qualified less senior employee.

### **Section 6.**

Layoff and Recall. If the City determines that it is necessary to lay off employees, regular, full-time employees will be given preference in accordance with their seniority as defined in Section 1 and their ability to perform the additional work required without additional training.

When an employee who would otherwise be laid off has a greater length of service and that senior employee is immediately capable of efficiently performing the work expected to be available, then such employee shall be offered the opportunity to replace the less senior employee and perform his work at his rate. There shall be no up-grading in a layoff or recall. Employees shall be recalled in accordance with their seniority as defined in Section 1, above.

## **Section 7.**

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

- (a) voluntary quit or retirement;
- (b) discharge for cause;
- (c) absence in excess of a leave of absence;
- (d) in the event of an anticipated absence from work failure to notify the City of the cause in advance, or, if unanticipated, as promptly as practicable (and, unless good cause for delay is shown to the satisfaction of the City, in no event later than two (2) days from the commencement of such absence);
- (e) failure to return to work from a layoff within three (3) work days following the receipt of notice to return to work sent by registered or certified mail to the employee's last known address or following the date of telephone notice to him. It shall be the sole responsibility of an employee to keep the City advised as to his current address and telephone number provided that if he should fail to do so, then the three (3) work days shall be deemed to have commenced from the sending of the registered or certified mail or from the date of attempted telephone notice to him;
- (f) working for another employer during a leave of absence without specific written permission from the City in advance;
- (g) not performing any work for the City for any reason for a period of six (6) months.

## **ARTICLE 6**

### **HOURS OF WORK**

#### **Section 1.**

Normal Workweek. Except as provided elsewhere in this Agreement, the normal workweek for full-time employees shall be forty (40) hours per week, Monday through Friday. This is not a guarantee of forty (40) hours per week. The normal workday will begin at 7:00 a.m. and conclude at 4:00 p.m. with a one (1) hour unpaid lunch break. The normal workweek for regular part-time employees will vary but not exceed 40 hours per week. The Employer shall attempt to give full-time employees a thirty (30) minute paid rest period during the first one-half shift which may be taken at the Utility building. The break will begin when the work stops and will end when the work resumes. Except in an emergency, an unpaid meal period shall be scheduled for employees who work more than five (5) hours in any given day.

#### **Section 2.**

Changes in Workweek/Workday. Should it be necessary in the Employer's judgment to establish schedules departing from the normal workday or workweek, or to change an employee's schedule, shift or days off, when such change constitutes a departure from the normal workday or workweek, the Employer will, absent emergency, give five (5) days' notice of such change to all affected employees. Any such changes will be reasonable under the circumstances and will not be made for arbitrary or capricious reasons. Any such changes for more than two (2) weeks at a time will be discussed with the Union. Emergency shall include but not be limited to a call from IMEA directing power plant operation, water main break, tornado, ice storm or other events of like seriousness.

#### **Section 3.**

Payday. Paydays are every other week on Friday. Employer will try to pay prior to holiday weekends where practical. This will be at the discretion of the Employer.

#### **Section 4.**

On Call. Because of the nature of the work, all City employees are subject to being called in 24 hours per day. In emergencies, employees are expected to report to work in accordance with instructions from the Director of Public Works or the Director of Public Works' designee, unless the employee is unable to do so because of circumstances beyond the employee's control. The Employer will establish a rotating on call procedure which may be modified from time to time and shall be posted at the City garage. Employees are expected to wear a cell phone/radio at all times designated by the Director of Public Works during the hours that they are on call pursuant to that rotating on-call procedure. Failure to respond shall be cause for discipline. Employees will be paid \$1 per hour during their on-call week non-inclusive of their regular work hours and any overtime worked.

#### **Section 5.**

Overtime. It is recognized that in addition to the normal workday and workweek, an employee may be required to work such additional time as is necessary in the judgment of the Employer. The Employer reserves the right to seek volunteers for overtime or to select specific employees for overtime assignments. As far as is practicable, efforts will be made to distribute overtime opportunities within departments equally among the employees of the department.

#### **Section 6.**

Overtime Payment. A full-time employee shall be compensated at one and one-half (1½) times his regular straight time hourly rate for all hours worked in excess of his scheduled hours of work in any one payroll week.

#### **Section 7.**

Callout. A full-time employee called back to work by the Superintendent or his designee, after having been released from his regular hours of work, will be compensated for a minimum of two (2) hours work or for all hours actually worked outside his regularly scheduled hours of work, whichever is greater, at one and one-half (1½) times the employee's regular straight time hourly rate of pay.

#### **Section 8.**

Time Sheet. The official record of employee work time shall be the time sheets.

#### **Section 9.**

No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.

**Section 10.**

Overtime. Overtime will be paid consistent with the current practice.

**Section 11.**

If an employee works sixteen (16) consecutive hours and it is mutually agreed between the City and the employee that the employee continues to work, said employee shall continue to be paid at the time and one-half rate for work performed in excess of such sixteen (16) hours until such time said employee ceases work.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

**Section 1.**

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 in 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 Supervisor in writing 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:**

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 Mayor or designee, within five (5) working days of the decision of the supervisor, of the desire to discuss the matter further with the Mayor. The Business Representative of the Union and the City Mayor or designee then shall meet within ten (10) working days and attempt to resolve the dispute. The Mayor 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 desire to submit a grievance to arbitration must be given within sixty (60) working days after the completion of Step 3.

**ARTICLE 8**  
**ARBITRATION PROCEDURE**

**Section 1.**

If the grievance or matter in dispute is not settled under the grievance procedure as set forth above, the aggrieved party may refer the matter to arbitration by serving notice on the other party of the desire to arbitrate the dispute within sixty (60) days from the date the matter was handled in the final step of the grievance procedure.

**Section 2.**

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 immediately request that Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. Either party may reject one (1) panel in which case a new panel shall be requested. Each party shall 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 proceedings to be recorded or transcribed, but whichever party does so, shall bear the cost of such record or transcription unless the other party desires a copy, in which case the cost of the record is ordered and borne equally by the parties. Where the record is ordered and paid for by only one (1) party, a copy thereof will not be made available to the other party. Any such record shall become the official record of the proceedings.

**Section 3.**

The Arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement or to substitute her or his discretion for that of the City in matters of discipline and its penalties (including discharge), or otherwise, or except in the case of bad faith, arbitrary, discriminatory or capricious conduct, to substitute her or his judgment for that of the City on any question of employee competency, skill or ability, or to require a burden of proof on any issue greater than a preponderance of the evidence. The Arbitrator shall have no power to establish new jobs, to change existing wage rates, to set work methods or standards, to waive the time limits of this grievance and arbitration procedure. The Arbitrator shall be limited in jurisdiction to the application and interpretation of the

specific provisions of this Agreement. Each party shall bear one-half (1/2) the fee of the Arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

**Section 4.**

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

**ARTICLE 9  
MISCELLANEOUS**

**Section 1.**

Health and Safety. The City will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment as is consistent with the requirements of applicable federal, state or local laws. Employees shall be required to comply with all rules, regulations or policies required by law or the City to insure safety and healthful conditions at the work site. The City may also prohibit all smoking in any of its facilities, vehicles, and in job sites and residents' facilities.

**Section 2.**

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

**Section 3.**

Bulletin Board. The City agrees to furnish bulletin board space and the Union representative or shop steward shall have the right to post notices of social gatherings or Union notices which do not impugn management or pertain to the strike or boycott of other employers on the warehouse bulletin board furnished by the City.

**Section 4.**

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

**Section 5.**

Uniforms. For the term of the Agreement, the City will continue to provide uniforms consistent with the practice that exists on the date this Agreement is ratified.

**Section 6.**

Employees covered by this Agreement shall reside no farther than five (5) miles (straight line distance) from the edge of the Casey city limits.

**ARTICLE 10  
DISCHARGE AND DISCIPLINE**

**Section 1.**

The Union recognizes the City's right to discharge, suspend, demote or otherwise discipline an employee for just cause. In the event of City action in such cases, the Union and the employee shall be limited to the right to present the case solely as a grievance under the grievance procedure. Except in cases justifying termination on the first offense, no employee shall be discharged without first being given one (1) prior written warning. Warning notices which do not expire by their terms shall be given such weight as is reasonable under all the circumstances.

**ARTICLE 11  
DRUG AND ALCOHOL TESTING**

**Section 1.**

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

## **ARTICLE 12**

### **LEAVES OF ABSENCE**

#### **Section 1.**

Any employee may be granted a medical leave of absence from his employment for reasons satisfactory to the City including and shall secure such leave of absence in writing in accordance with the City's normal policies. The maximum leave of absence at any one time shall be for ninety (90) calendar days and, upon request, may be extended for two (2) additional thirty (30) day periods. Leaves of absence may be conditioned upon such reasonable requirements as the City may make such as furnishing periodic doctor's reports, calling the City to discuss current status, etc. The shop steward shall be given notice of any grant or extension of a leave of absence.

#### **Section 2.**

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

#### **Section 3.**

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

## **ARTICLE 13 JURY LEAVE**

### **Section 1.**

When regular, full-time employees are required to perform jury service, they shall immediately notify their supervisor upon receipt of notice of call to such service. Employee will be paid their regular pay and will be expected to turn over to the City any monies received for such service. This Article shall not be applicable to jury service on more than five (5) work days in any twelve (12) month period. Employees whose jury duty does not require them to be absent an entire duty shall immediately report their availability for work that day to their supervisor. Whenever considered necessary by the City because of operational needs, an employee shall cooperate with City in requesting a postponement of jury service.

## **ARTICLE 14 FUNERAL LEAVE**

### **Section 1.**

Approval will be granted to an employee for a leave, with full pay, for three (3) work days to attend the funeral or memorial service for members of the employee's immediate family. The immediate family being defined as follows: Spouse, Child, Mother, Father, Grandmother, Grandfather, Brother, Sister.

### **Section 2.**

Such time off is to be from the time of death through the day after the funeral. No more than eight (8) hours per scheduled workday will be paid, and no allowance will be paid if at any time the employee is receiving paid sick leave. The funeral leave is provided for handling necessary arrangements and attending the funeral.

### **Section 3.**

Approval will be granted to an employee for a leave, with full pay, for one (1) work day to attend the funeral or memorial service for members of the employee's family (Family that is not included in the definition of "immediate family"). Approval must be granted by your immediate Supervisor for the benefit. Funeral leave beyond this amount may be approved by the employer's representative under special circumstances and will be deducted from accrued vacation provided an accrued balance is available.

# **ARTICLE 15**

## **HOLIDAYS**

### **Section 1.**

Each regular, full-time employee who has been in the continuous service of the City for at least ninety (90) working days prior to any of the holidays hereinafter listed, irrespective of what day of the week on which the holiday may fall, shall receive eight (8) hours of pay at his or her regular basic straight-time hourly rate of pay for each such holiday, provided, however, that such employee shall have worked all hours required on the last scheduled work day before and on the first scheduled work day after the holiday or holidays (in the case of two holidays on successive days) or the day or days celebrated by the City as such. The holidays shall be:

|                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| President's Day  | Veteran's Day    |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |

### **Section 2.**

Eligible employees who have been scheduled to work on a holiday and fail to do so shall not receive pay for the holiday. An employee absent for any reason, including but not limited to, leave of absence but excluding sick leave, shall not be eligible for holiday pay. Employees who may be laid off for lack of work in a work week containing a holiday or the week before or after such holiday shall not thereby be rendered ineligible for holiday pay.

### **Section 3.**

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

### **Section 4.**

If a holiday designated above falls on a Saturday or a Sunday, the City may designate when such holiday will be observed.

### **Section 5.**

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

## **ARTICLE 16 VACATIONS**

### **Section 1.**

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

|                |           |
|----------------|-----------|
| After 1 year   | 80 Hours  |
| After 10 years | 120 Hours |
| After 15 years | 160 Hours |
| After 20 years | 200 Hours |

### **Section 2.**

Desired vacation dates are to be given to the City no later than March 1 of the vacation year any changes to the vacation schedule must be made by mutual agreement by the employee and the Superintendent. No employee will be allowed more than ten (10) consecutive working days of vacation at any given time, unless prior approval is received from the Superintendent. Only one employee from each department can take a vacation at any given time, unless prior approval is received from the Superintendent. All vacation requests must be approved by the Superintendent.

### **Section 3.**

The City will attempt to grant the requested vacation periods when practicable. In granting requests, preferences will be given on the basis of seniority within the departments.

## **ARTICLE 17 PERSONAL DAYS**

### **Section 1.**

Approval will be granted to an employee for three (3) personal business days; beginning May 1 through April 30 of each year. Employee shall be paid in full for personal business upon approval by the Department Supervisor.

### **Section 2.**

Employees are to give the City at least twenty-four (24) hours advance notice of what they desire to use an available personal day. The City shall attempt to honor such employee desires. (June 9, 2004)

## **ARTICLE 18 BENEFITS**

### **Section 1.**

All employees who are eligible for medical benefits under City policy will participate in the same health, dental and vision benefits in the same manner as all other City employees.

### **Section 2.**

Employees hired after May 1, 2016 will be required to pay 10% of the individual employee health insurance premium and will not be eligible to participate in the City's medical retiree benefit unlike all other current employees.

## **ARTICLE 19 LEGALITY**

### **Section 1.**

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

## **ARTICLE 20 UNION SECURITY AND CHECK-OFF**

### **Section 1.**

It is agreed between the parties thereto that all present and new employees, shall be and remain or be required to become and remain, respectively, members of the Union as a condition of employment hereunder after the successful completion of the employee's ninety (90) working day probationary period. All such employees shall arrange with the Union for membership therein on the ninety-first (91st) working day of employment under this Agreement or the effective date of this Agreement, whichever is later.

**Section 2.**

The City agrees to deduct from the wages of employees covered by this Agreement who individually and voluntarily execute a payroll deduction authorization for membership dues or service fees in the amount equal to Union dues and initiation fees. The Union shall, at its expense, supply the authorization forms and dues or service fee deduction guidelines. The City will forward monthly to the Union the aggregate of the deductions accompanied by a statement indicating the names of the employees and the amount of deduction for each. The deduction will come out of the last pay period each month and then be transmitted to the Union office by the 20th day of the next month.

**Section 3.**

At the voluntary option and individual authorization of the employee, the City, shall allow said employee to make contributions to COPE (I.B.E.W. Political/Legislative Affairs Department) through payroll deduction. The City agrees to forward to the Union monthly, and without cost to the Union, the aggregate of such deductions to be accompanied by a statement indicating the names of the employees from whom such deductions shall have been made and the respective amount deducted from such employees' wages. Employees who elect to participate agree to do so for at least one (1) year in the same dollar amount.

**ARTICLE 21  
SICK LEAVE**

**Section 1.**

An employee shall earn credits for sick leave at the rate of eight (8) hours per month. The amount of sick leave credits accumulated at a time when illness or injury is reported to begin shall be available in full, and additional sick leave credits shall continue to accrue while an employee is using sick leave benefits already accrued.

**Section 2.**

An employee is not permitted to use any of his or her accumulated paid sick leave credit unless at the time of the illness or injury the employee has at least ninety (90) days of seniority with the City.

**Section 3.**

There shall be no limit in the amount of sick leave, which may be accumulated.

**Section 4.**

An employee calling in sick is expected to give as much advance notice to the Superintendent of Utilities as practicable.

**Section 5.**

A female employee will be granted maternity leave up to thirty (30) days of sick leave, if employee has thirty (30) days accrued. An additional thirty (30) days will be granted without benefits, to the maternity leave upon approval by the Council.

**ARTICLE 22  
TERMINATION OF AGREEMENT**

**Section 1.**

This Agreement shall become effective as of the 1st day of May, 2019, and shall remain in full force and effect through the 30th day of April, 2022, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date or any subsequent anniversary thereof by either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed and executed this 7th day of May, 2019, effective as of May 1, 2019.

CITY OF CASEY

IBEW LOCAL UNION 702

By *Nik N. Groothuis, Mayor*

By *Steve Aughtart*



## Appendix A

### Current Job Classifications and Wages

| <b>ELECTRIC</b>                  | <b>HOURLY RATE</b> |                    |                    |
|----------------------------------|--------------------|--------------------|--------------------|
|                                  | <b>May 1, 2016</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
| Foreman (K. Shobe)               | \$24.70            | \$25.40            | \$26.24            |
| Lineman (M. Philippi)            | \$21.90            | \$22.54            | \$23.31            |
| Apprentice Lineman (C. Washburn) | \$21.10            | \$21.73            | \$22.48            |
| 1st 6 Months                     | \$19.65            | \$20.25            | \$20.96            |
| 2nd 6 Months                     | \$19.84            | \$20.44            | \$21.16            |
| 3rd 6 Months                     | \$20.06            | \$20.66            | \$21.38            |
| 4th 6 Months                     | \$20.25            | \$20.86            | \$21.58            |
| 5th 6 Months                     | \$20.46            | \$21.08            | \$21.81            |
| 6th 6 Months                     | \$21.01            | \$21.63            | \$22.38            |
| <b>WATER</b>                     | <b>HOURLY RATE</b> |                    |                    |
|                                  | <b>May 1, 2016</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
| Foreman (M. Montgomery)          | \$25.69            | \$26.41            | \$27.27            |
| Plant Operator - Certified       |                    |                    |                    |
| Plant Operator (R. Brooke)       | \$20.95            | \$21.57            | \$22.31            |
| Laborer (R. Robinson)            | \$18.41            | \$18.98            | \$19.66            |
| <b>SEWER</b>                     | <b>HOURLY RATE</b> |                    |                    |
|                                  | <b>May 1, 2016</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
| Foreman (G. Nohren)              | \$25.69            | \$26.41            | \$27.27            |
| Laborer (B. Morgan)              | \$20.44            | \$21.05            | \$21.78            |
| <b>GAS</b>                       | <b>HOURLY RATE</b> |                    |                    |
|                                  | <b>May 1, 2016</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
| Foreman - Certified (W. Ruffner) | \$26.28            | \$27.01            | \$27.89            |
| Laborer - Certified (L. Brink)   | \$21.90            | \$22.54            | \$23.31            |
| <b>STREET &amp; ALLEY</b>        | <b>HOURLY RATE</b> |                    |                    |
|                                  | <b>May 1, 2016</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
| Foreman (D. Finney)              | \$23.13            | \$23.80            | \$24.60            |
| Laborer I (R. Mason)             | \$19.51            | \$20.10            | \$20.81            |
| Laborer 2 (T. Roberts)           | \$19.26            | \$19.85            | \$20.55            |
| Laborer 3 (K. Shawver)           | \$18.41            | \$18.98            | \$19.66            |
| <b>GENERAL UTILITIES</b>         | <b>HOURLY RATE</b> |                    |                    |
|                                  | <b>May 1, 2016</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
| Meter Reader                     |                    |                    |                    |
| Secretary (S. Matthews)          | \$20.84            | \$21.46            | \$22.20            |
| <b>POLICE DEPARTMENT</b>         | <b>HOURLY RATE</b> |                    |                    |
|                                  | <b>May 1, 2016</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
| Secretary (T. Johnson)           | \$21.18            | \$21.81            | \$22.56            |

Longevity Pay. For the term of the Agreement, covered Employees will continue to receive longevity pay consistent with the City's practice for all employees.

Promotion to Foreman. Recognizing that the rates set forth above are not wage scales or classification rates but instead reflect the current hourly rates of the individuals holding the position(s) which rates includes any and all longevity and other adjustments that individual employee has received during their employment with the City, the parties agree that any current employee who is promoted to the Foreman's position in any of the above-referenced Departments will have his then-current hourly rate increased on a one-time basis by \$2.50 per hour at the time he or she assumes the additional duties.

Effective May 1, 2019, the starting hourly rate for newly hired non-office based bargaining unit employees will be \$17.94, and the starting hourly rate for newly hired office based bargaining unit employees will be \$13.75. General wage increases and longevity pay remain applicable at the appropriate time(s) throughout the duration of the Agreement.

Hazard Pay. Employees who work in either the Electric Department or the Gas Department will receive an additional \$1.00 per hour.