

**LABOR AGREEMENT**

**BETWEEN**



**CAIRO PUBLIC UTILITY COMPANY**

**AND**

**LOCAL UNION 702,  
OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**



**JULY 1, 2018 through JUNE 30, 2023**

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# AGREEMENT

## ARTICLE I

### INTRODUCTION

**THIS AGREEMENT** entered into this 8<sup>th</sup> day of May, 2018, between CAIRO PUBLIC UTILITY COMPANY, an Illinois general not for profit corporation, hereinafter referred to as “Company”, and LOCAL UNION 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (Affiliated with AFL-CIO), hereinafter referred to as the “Union”.

#### **WITNESSETH;**

The parties hereto contract and agree with each other as follows, to wit:

This Agreement shall be effective July 1<sup>st</sup>, 2018 and shall remain in full force and effect through June 30<sup>th</sup>, 2023; and shall continue from year to year thereafter unless cancelled or amended by the giving of sixty (60) days written notice from either party to the other. If amendment is desired, the contents of the amendment from either party to the other; shall accompany the notice. Changes mutually agreed to, may be made at any time.

When the word “he” appears in any provision of the Agreement, it shall also apply to the more feminine gender.

**ARTICLE II**  
**MANAGEMENT RIGHTS CLAUSE**

The Union recognizes that the management of the Company, the direction of the working forces, the determination of the number of employees it will employ, the right to discipline or discharge for just cause, the right to hire, promote and to release employees because of lack of work are vested in and reserved by the Company subject, however, to the restrictions and regulations of this Agreement.

The Company shall have the right to formulate and enforce rules and regulations dealing with employee conduct and work and safety which are not in conflict with this Agreement. The Company will notify the Union office in writing at least fourteen (14) days prior to implementation of any new or revised rules or regulations and shall meet to discuss such changes during the fourteen (14) day period if requested.

**ARTICLE III**  
**SUCCESSORSHIP CLAUSE**

In consideration of the Union's execution of the Agreement, the Employer promises that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement. Immediately upon the conclusion of such sale, conveyance assignment or transfer of its operations, the Employer shall notify the Union of the transaction. Such notification shall be by certified mail to the Business Manager of the Local Union and shall be accompanied by documentation that the successor obligation has been satisfied. No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto, or by change, geographical or otherwise, in the location or place of business of either party hereto.

**ARTICLE IV**  
**METHOD OF SETTLING DIFFERENCES**

A grievance is defined to be an employee's or employees' or union's complaint related to interpretation or application of the terms of this Agreement.

Step 1: Within ten (10) working days of occurrence or within ten (10) working days when an employee should reasonably have known of the grievance occurrence, the employee, believing to have suffered a grievance, may discuss the grievance with his supervisor or refer the grievance to the Union steward for discussions with the supervisor. The supervisor shall submit an answer within two (2) working days, after timely submission and discussion of the grievance.

Step 2: A grievance, not satisfactorily settled by the supervisor, shall be reduced to writing by the Union and submitted within five (5) working days of the Step 1 decision or when it was due.

A Union representative and the appropriate department head will meet and consider the written grievance. The Company will give its decision in writing within three (3) working days after the termination of such meeting. The grievant(s), witnesses for time necessary and a steward will be permitted to attend without loss of pay, but this shall not result in overtime liability for Company.

Step 3: If not settled in Steps 1 and 2, the written grievance shall be discussed within five (5) working days of the Step 2 decision or when it was due, then shall be discussed between an authorized officer of the Company and the Union Committee. An International Representative of the IBEW may be present at this step of the grievance procedure, only to assist the Local Union. The Company will give its decision in writing within three (3) working days. Grievant(s), necessary witnesses for time needed and a steward will be permitted to attend without loss of pay, but this shall not result in overtime liability for Company.

A grievance not satisfactorily settled shall be submitted to the Arbitration procedure set for as follows:

Step 4: The party desiring arbitration shall give written notice to the other party within ten (10) working days of receiving the Step 3 answer or when it was due. The party desiring arbitration shall request the Director of the Federal Mediation and Conciliation Service, Washington, DC, to provide a list of seven qualified arbitrators. The arbitrator selected by the parties shall hear the evidence and decide the matter or matters without avoidable delay. It is agreed that the arbitrator's decision shall be final and binding on both parties. The representative of the aggrieved party shall strike the first name. The fees and expenses of the Arbitrator shall be divided equally between both parties. Each party shall assume any expenses in presenting its own case. Grievant(s), necessary witnesses for time needed and a steward shall be present without loss of pay, but this shall not result in overtime liability for Company.

**ARTICLE V**  
**FUTURE ACQUISITIONS**

This Agreement is to govern all work covered by employees as performed by Company in the City of Cairo and immediate vicinity that was performed prior to July 1<sup>st</sup>, 2003. Any further acquisitions of public facilities that may provide additional work not covered by this Agreement will be subject of bargaining between Company and Union, provided such bargaining will not impede the Company's ability to acquire future facilities.



**ARTICLE VI**  
**CLASSIFICATIONS**

This agreement shall not apply to supervisory, managerial, and confidential personnel. All persons and positions as of July 1<sup>st</sup>, 2018, are listed as follows:

**Management**

Lawrence Klein  
Glen R. Klett  
Charles McGinnes  
Donnie L. Calvin  
Joseph E. Ruiz  
Shawn Jerrell

**Position**

General Manager  
Assistant Manager  
Controller  
Sewerage Superintendent  
Storekeeper  
Lazernet Manager

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**Bargaining Unit Employees**

Alfred M. Atherton  
Charles L. Axley  
Freddy R. Barbre  
Reuben Bellamy  
Kelly Bosecker  
Donald S. Box  
Jeanette Daniel  
Don E. Franklin  
G. Tyler Johnson  
Kevin B. Klein  
David Miller  
Richard A. Pitcher  
Craig H. Shemwell  
Carolyn Briana Sheffer  
Thomas M. Simpson  
Michael L. Warren  
Taress Williams  
Timothy Williams

**Position**

Hardware  
Hardware  
Line Foreman  
Gas Fitter  
Accountant  
Hardware  
Utility Clerk  
Gas Serviceman (1 man truck)  
Line Journeyman  
Storeroom/Gas Fitter's Helper  
Line Journeyman  
Gas Fitter  
Gas Distribution Foreman  
Utility Clerk  
Meter Reader  
Line H.O. Serviceman  
Computer Operations  
Welder/Fitter

# ARTICLE VII

## WAGE RATES – PHYSICAL

Classification	Effective Dates				
	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Line Foreman					
Line Journeyman					
Lineman 7th 6 mos. appr.					
Lineman 6th 6 mos. appr.					
Lineman 5th 6 mos. appr.					
Lineman 4th 6 mos. appr.					
Lineman 3rd 6 mos. appr.					
Lineman 2nd 6 mos. appr.					
Lineman 1st 6 mos. appr.					
Lineman H.O. Serviceman					
Groundman-Truck Driver					
Groundman					
Polyphase Meterman					
Appr. Meterman 3rd yr.					
Appr. Meterman 2nd yr.					
Appr. Meterman 1st yr.					
Meter Reader					
Meter Reader - 1st 6 mo.					
Gas Distribution Foreman					
Gas Fitter					
Gas Fitter (1 man truck)					
Gas Operator					
Welder/Fitter					
Appr. Fitter 4th 9 mo.					
Appr. Fitter 3rd 9 mo.					
Appr. Fitter 2nd 9 mo.					
Appr. Fitter 1st 9 mo.					
Gas Fitter's Helper					
Gas Meter Tester & Repairman					
Storeroom/Gas Fitter Helper					
General Utilityman-Gas					
Sewage Operations					
Hardware Clerk					

## WAGE RATES - CLERICAL

Classification	Effective Dates				
	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Cashier #1	████████	████████	████████	████████	████████
Cashier #2	████████	████████	████████	████████	████████
Computer Operations	████████	████████	████████	████████	████████
Service Clerk *	████████	████████	████████	████████	████████
Accountant	████████	████████	████████	████████	████████
Utility Clerk	████████	████████	████████	████████	████████
Storeroom Clerk	████████	████████	████████	████████	████████
Commercial Office Tech.	████████	████████	████████	████████	████████

\*The hourly rate for this classification is red circled and will be void upon termination of the present Service Clerk.

Note: New employees in the Clerical Group will be compensated at eighty percent (80%) of the classification wage rate for the 1<sup>st</sup> year of employment. Beginning the 2<sup>nd</sup> year of employment, they will be paid eighty six percent (86%) of the classification wage rate. Beginning the 3<sup>rd</sup> year of employment, they will be paid ninety three percent (93%) of the classification wage rate. Beginning the 4<sup>th</sup> year of employment, they shall receive 100% of the classification wage rate.

Management agrees to consult with the appropriate Steward at the end of the first and second six months of employment for employees in these percentage step classifications to determine if advancing the employee one step faster each time than the above contractual allotment(s).

**ARTICLE VIII**  
**HOURS OF EMPLOYMENT**

Five (5) consecutive days shall constitute a work week on all jobs insofar as practical. Hours shall be from 8:00 A.M. to 4:30 P.M. with a thirty (30) minute lunch period. This weekly and daily work schedule may be changed by agreement between Company and Union.

Non-clerical employees shall report to their headquarters at 8:00 A.M. and be returned to their headquarters at 4:30 P.M., their quitting time. A thirty (30) minute lunch period beginning at 12:00 noon shall be taken at the job site. Under this paragraph it is unnecessary for Company to provide noon lunch or transport employees to and from headquarters at noon. The clerical group may leave for lunch at a designated lunch period. All employees covered under this agreement will be allowed one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon.

**ARTICLE IX**  
**CONDITIONS OF EMPLOYMENT**

1. When conditions require that an employee shall work at a distance from the employee's headquarters, Company, at its option, shall either provide transportation, meals, and lodging, or reimburse employee for reasonable expenses actually incurred for transportation, meals, and lodging.

2. All employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work.

Employees laid off because a job is completed or shut down for reasons beyond Company's control shall be paid in full to the date of layoff.

(a) When the Company, in its judgment, deems it necessary due to technological changes or for other economic reasons to have a reduction in its work force, agrees to discuss its plan with representatives of the Union. Employees affected by this action will be afforded the opportunity to accept a lump sum cash settlement from Company as a severance payment or in lieu thereof, will accept reassignment to a job in other departments of Company. In this case, the employee's previous continuous service record will be maintained and not deemed to be broken by the transfer to another department. An employee who requests the lump sum cash settlement as a severance payment in lieu of accepting employment in another department shall forfeit all seniority and rehiring rights as provided in paragraph 18.

(b) The lump sum cash settlement shall be calculated on the basis of the number of years of continuous permanent employment, applying that to an employee's hourly wage rate at the date of termination of active employment. The hourly wage rate shall be the basic rate of pay exclusive of any shift premium or overtime. A week shall consist of forty (40) hours.

(c) Employees leaving the service of Company shall not be eligible for the lump sum cash settlement if (1) they voluntarily leave the service of Company; (2) they leave Company for health reasons or because of a non-service connected disability; (3) they take retirement; or (4) they are discharged by Company for just cause.

(d) Eligible employees must have completed at least five (5) years continuous employment to receive the lump sum settlement. The lump sum cash settlements shall therefore be calculated according to the following schedule.

<u>YEARS OF EMPLOYMENT</u>		<u>WEEKS OF PAY</u>	
5 years, but less than 6 years		7 weeks	
6 years, but less than 7 years		9 weeks	
7 years, but less than 8 years		11 weeks	
8 years, but less than 9 years		13 weeks	
9 years, but less than 10 years		15 weeks	
10 years, but less than 11 years		17 weeks	
11 years, but less than 12 years		19 weeks	
12 years, but less than 13 years		21 weeks	
13 years, but less than 14 years		23 weeks	
14 years, but less than 15 years		25 weeks	
15 years, but less than 16 years		27 weeks	
16 years, but less than 17 years		29 weeks	
17 years, but less than 18 years		31 weeks	
18 years, but less than 19 years		33 weeks	
19 years, but less than 20 years		35 weeks	
20 years, but less than 21 years		37 weeks	
21 years, but less than 22 years		39 weeks	
22 years, but less than 23 years		41 weeks	
23 years, but less than 24 years		43 weeks	
24 years, but less than 25 years		45 weeks	
25 years or over		47 weeks	

## **ARTICLE X**

### **VACATIONS**

(a) All employees covered hereunder, who have worked six (6) months for Company shall then be entitled to an annual vacation with full pay on a basis of two and one-half (2 ½) days and pro-rata not to exceed five (5) working days for twelve (12) months of service, and further not to exceed ten (10) working days for twenty-four (24) or more months of service. For part time employees covered under this Agreement, they shall be eligible for vacation allotments, on a pro-rated amount of the following schedule, based on their annual hours worked as of December 31<sup>st</sup> of each year, and shall be allowed to take at any time throughout the following calendar year, with no carryover, unless approved by management. At the beginning of six years of service the following schedule shall apply:

<u>VACATION SERVICE CREDIT</u>	<u>VACATION</u>
6 years	11 working days
7 years	12 working days
8 years	15 working days
9 years	16 working days
10 years	17 working days
11 years	18 working days
12 years	19 working days
13 years	20 working days
14 years	21 working days
15 years	22 working days
16 years	23 working days
17 years	24 working days
18 - 29 years	25 working days
30 years	30 working days

Employees who have accrued vacation credits of ten (10) or more working days will be allowed to schedule their vacation any time during the vacation year in which the accrual occurs.

(b) The vacation year shall be from May 1<sup>st</sup> to and including the following April 30<sup>th</sup> and vacations may be taken any time during the vacation year and shall be taken on consecutive days unless company and the employee agree on a different division of vacation time.

(c) Vacation time shall not accumulate from one vacation year to another, and any vacation amounts that exist, but not utilized by May 1<sup>st</sup> of any year shall be paid out at the wage rate in effect on such date.

(d) When an employee is laid off, the employee shall receive the vacation pay earned and pro-rata vacation pay from anniversary date of employment to the layoff date. When an employee terminates, the employee shall receive (1) vacation earned prior to May 1<sup>st</sup> and (2) pro-rata vacation from the employee's anniversary date to the termination, but retiring employees shall receive pro-rata vacation from May 1<sup>st</sup> to the termination date.

(e) Employees who have been laid off shall not lose their status in determining vacation rights until they have been laid off for six (6) months.

(f) Prior to May 1<sup>st</sup> of each calendar year, department heads will consult with all employees entitled to vacation and from such consultation, Company shall establish and post before the above date (on departmental bulletin boards) a working schedule for vacation periods. In determining vacation schedules, the wishes of the employee will be respected as to the time of taking vacation insofar as the needs of the service permit.

(g) Employees who are on vacation that request to have their time changed to sick leave shall be allowed to do so after receiving approval from management and providing proof of illness documentation.



## **ARTICLE XI**

### **HOLIDAYS**

(a) Employees shall not be required to work on the following recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, the Day before Christmas, Christmas Day, New Year's Eve, or the days on which is observed or celebrated. Employees shall be credited and paid for eight (8) straight time hours for each of the above listed holidays.

(b) Employees, in addition to holidays observed, are credited with eight (8) hours of straight time on the vacation record for the following days: the employee's birthday and the employee's anniversary date, and sixteen (16) hours on each July 1<sup>st</sup> as personal days credited to vacation record.

## **ARTICLE XII**

### **OVERTIME**

1. All time worked in excess of regular scheduled work hours shall be paid at the rate of time and one-half except as hereinafter provided. Overtime shall be divided as equally and impartially as possible among the employee of all departments qualified to perform the work. Company shall post an overtime list monthly, showing the hours of overtime worked.
2. (a) Regular thirty-minute meal periods shall be established commencing at 12:00 noon, 6:00 P.M., 12:00 midnight and 6:00 A.M. The foregoing shall not apply to the clerical employees.  
  
(b) In the event an employee is called out at 12:30 A.M. or after, on a regular scheduled work day and then continues with the employee's regular hours of work, the 6:00 A.M. meal period will be moved to 7:00 A.M. and Section 12 (c) will be applied.  
  
(c) If an employee works during any portion of any of the above meal periods, except the noon meal period, the employee shall be provided a meal and allowed a thirty (30) minute paid meal period. This provision does not apply to call outs of two (2) hours or less to which an employee may be entitled hereunder is not taken before the employee is released from duty, the employee shall be paid an amount equal to thirty (30) minutes time. Company shall not be required to furnish a noon meal on the employee's regular scheduled work day except on call outs which continue into the employee's regular scheduled hours of work, then the employee shall be provided a meal.

(d) If an employee is required to work during the employee's regularly scheduled noon lunch period on the employee's regular scheduled or prearranged work day, the employee shall be paid the applicable overtime rate for actual time worked during the noon lunch period. A total of thirty (30) minutes without loss of pay will be allowed for lunch. In the event the employee cannot be released for the lunch period before regular quitting time, the employee shall be allowed thirty (30) minutes time at the applicable overtime rate.

(e) Meal periods shall be paid at the prevailing rate in effect at the time they are earned, except as provided in paragraph (d) above.

3. (a) When an employee is called out between the hours of 4:30 PM and 8:00 AM, the employee shall receive not less than two (2) hours' time at the rate of time and one-half, except that if the employee works longer than two (2) hours, the employee shall receive time and one-half for the entire time worked before 8:00 AM, after which time the regular rate of pay will become effective. Pay for such callouts shall begin when the employee reports for duty by arriving at the works headquarters and shall cease when the employee departs the work headquarters after completion of such assignment.

(b) An employee, who has worked for sixteen (16) or more continuous hours shall, upon release, be entitled to an eight-hour rest period before the employee returns to work. If the rest period extends into the employee's regularly scheduled work day, the employee shall lose no time thereby. If the rest period extends into his regularly scheduled working hours for four hours or more he shall be excused from his regular tour of duty for that day and shall lose no pay thereby. Time worked in excess of sixteen (16) continuous hours shall be paid at two (2) times the basic rate until released from duty. For the purpose of administering the overtime period and rest period, the work period shall be considered continuous unless interrupted by a continuous eight-hour period.

Additionally, any employee who has not received a continuous eight-hour break shall, upon release, be required to do so, unless requested to return to work by management.

4. When employees are called for work on Sundays and Holidays, they shall receive double time for the entire time worked and in no case shall they receive less than two (2) hours' time at the rate of double time. Employees called back to work while on vacation shall receive double time for all hours worked and be able to reschedule vacation to a later date (clerical included). Employees called at home for help while on vacation, shall receive time and one-half for a minimum of one-half hour.

## **ARTICLE XIII**

### **FOREMAN - CREW SIZE**

1. Line Foreman shall not be required to climb poles or do other Linemen's work except in cases of emergency, as it would interfere with the employee's properly looking after work as Foreman and the safety of the employees in the Foreman's charge, except in cases where the crew comprises not more than the Foreman and two (2) linemen, or the Foreman, a lineman, and an apprentice lineman, in which case, in addition to have charge of the crew, the Foreman shall perform work.

It is understood that for an employee to receive an upgrade to Foreman classification, there must be at least two employees assigned to such crew (one being the person eligible for upgrade to the aforementioned Foreman classification).

2. On every job in the Gas Department on which four (4) or more employees are employed, one (1) fitter shall be designated as Foreman and shall work with the crew at all times.

## **ARTICLE XIV**

### **SENIORITY – PROMOTIONS**

Seniority accrued by employees of the former Cairo Public Utility Commission will be recognized and carried over as service for the Company, under this Agreement, for employees in this unit, at the execution of this Agreement.

Sec. 1. 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 unless seniority has been broken as provided in paragraph 10. If an employee's seniority has been broken and the employee is re-employed, then and in that event the seniority, after have been re-employed for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on the date of re-employment after the most recent loss of seniority hereunder.

Sec. 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 with the Company shall be laid off first.
- b) Thereafter, employee shall be laid off in the inverse order of their established seniority; provided, however, that no apprentice shall have preference in case of layoff, over a journeyman in the same classification who has established seniority under this Agreement.
- c) The foregoing provision of (a) and (b) need not apply when the application thereof would result in the Company being required to lay off employees possessed of skills essential to properly perform the work available at the time of 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.

Sec. 3. Seniority shall be deemed to have been broken for the following reasons:

- a) If an employee resigns.
- b) If an employee is discharged and not reinstated.
- c) If an employee is absent from work without authorized leave except when satisfactory reason for absence is provided to Company.
- d) If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report.
- e) If an employee is laid off for twenty-four (24) consecutive months or more, the employee shall not lose seniority, unless the employee is laid off for a continuous period equal to the seniority the employee had accrued under Section 2 at the time of lay off. In the event that an employee with five (5) or more years of service is laid off in excess of five (5) continuous years, the seniority of the employee shall terminate.

Sec. 4. Promotion shall be by departments, as set forth in paragraph 7 of this Agreement, based on seniority, ability and qualifications being sufficient, seniority shall prevail.

- a) If there are no qualified employees in the department under consideration who will accept the promotion, the promotion shall apply to employees in the remaining departments.
- b) If an employee declines a promotion, it shall have no effect on future opportunities for promotion.

- c) An employee promoted to a new position will be given 60 days to demonstrate qualifications and ability. If an employee does not qualify within 60 days, the employee shall be returned to the position the employee formally held. A promoted employee may waive this 60 day period.

Sec. 5. An employee who has established seniority, if the employee can be spared from duty, may be granted a leave of absence upon written approval from the Company and while on such leave, the employee shall not forfeit any seniority established, provided the employee does not overstay the leave or accept employment elsewhere, while on leave, without the approval of the Company.

- a) Notwithstanding any of the terms of this Article, an employee who has been laid off shall lose all accumulated seniority and all rights to be re-employed unless the employee registers with the Manager of the Company, either in person or by certified mail, within thirty (30) days after the date of this Agreement and thereafter at least once each year and within ten (10) days prior to or following January 1 of the year under consideration.
- b) Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office, under certified mail, addressed to the last known address.

Sec. 6. An employee who is injured while in the employ of the Company shall continue to accumulate seniority and upon recovery shall be reinstated to the employee's former position within fifteen (15) days after the employee is pronounced recovered by the Company's physician, if the employee is physically qualified to perform the work.

Sec. 7. Company and the Union may, by agreement, 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 Company, on or off duty, or while on authorized leave serving in the United States Military Service.

## **ARTICLE XV**

### **UNION SHOP**

1. It is mutually agreed that membership in I.B.E.W. Local 702 shall be a condition of employment under this agreement, and that new employees shall become members of the Union on the thirtieth (30<sup>th</sup>) day of employment.
2. Company further agrees that when additional employees are required, it will notify the Union so that it shall have an opportunity to supply candidates for employment from its membership. Company may employ any person qualified, in its judgment, whether the candidate is referred by Union or is a person of its own selection.
3. Any provision of this Agreement found by either party to be in conflict with State or Federal statutes shall be suspended when such conflict occurs and such provisions may immediately thereafter be reopened for amendment to remove such conflict.



## **ARTICLE XVI**

### **GENERAL RULES**

1. Employees will be paid every other Friday for the two (2) week period ending 12:00 midnight on Friday of the previous week. When payday falls on a holiday, employees will be paid the day prior.
2. When consistent, arrangements are to be made so that employees shall receive their pay on the job.
3. Employees shall be paid in cash or checks that can be cashed at their face value.
4. This Agreement will not prevent the Company from employing specialists from manufacturing concerns to do work of special nature.
5. It is recognized that the employer has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment.
6. Nothing in this Agreement shall be so construed as requiring the Company to employ any person not required in the proper and efficient operation of its business, but this provision shall in no way modify the provisions of the previous paragraph.
7. Company will furnish employees with all the proper safety appliances for the protection of life and property in the performance of their duties, and employees shall, at all times, use every effort for the preservation of such safety appliances and shall use them at all times when necessary. No voltage above 7,620 volts to ground shall be worked with rubber gloves per the attached Agreement (Attachment A). It is further agreed that, should fire retardant (FR) clothing become a mandatory item, the parties agree to meet and discuss the matter in an effort to comply with any such regulatory or enforcement statute.

8. Company will replace tools owned by employees, in like kind and size or equivalent, which have been broken or worn out while used by the employees on work performed for Company and upon surrender of the defective tool to Company.
9. No employee covered by this Agreement shall be absent from duty without securing permission from management before so doing, and in case of illness, shall use every effort to notify management in ample time before working hours.
10. All line trucks (other than service or trouble trucks which operate primarily as one-man trucks) shall be operated by Journeyman Lineman (Drivers), whose additional duties are caring for and driving the truck.
11. It is agreed that the painting of all steel towers, poles and other structures supporting any wires or busses shall be done by Linemen or Apprentices.
12. Company may employ one (1) Apprentice Lineman for the first two (2) Journeyman Lineman employed and thereafter the ratio to be one (1) to five (5), and one (1) Meterman-Apprentice to the first Journeyman Meterman employed and thereafter the ratio shall be one (1) Apprentice to three (3) Journeymen Meterman where the services of Apprentices may be required.
13. All employees in the Lineman classifications, including Apprentices, shall successfully complete pole top rescue on an annual basis. Such completion shall be performed under the guidance and direction of the Illinois Municipal Utilities Association (IMUA). Additionally, bucket rescue shall be completed on an every other year basis, also at the guidance and direction of the Illinois Municipal Utilities Association (IMUA).

14. When work is being performed by employees in the Gas Distribution Department or in the Electrical Distribution Department that requires more than one (1) employee to perform such work safely, additional help may be requested and shall be granted if additional employees are available.
15. Employees shall be permitted to establish their residence within a twenty-five (25) mile radius of 1100 Commercial Avenue, Cairo, IL.
16. The Company may, from time to time, find it beneficial to provide a cellular telephone to an employee or employees for conducting Company business. Such telephone shall be provided at the Company's expense, and use of such for personal matters is prohibited, unless otherwise authorized by management. The Company does allow the usage of personal cellular telephones so long as it does not interfere with the performance and attention to their duties, however, such usage should be limited to breaks and lunch periods, emergencies excepted.

Employees are responsible for the safe use of all cellular telephones, including personal cellular telephones. Employees shall not utilize cellular telephones when driving or operating heavy equipment such as bucket and/or digger trucks, trenchers and/or backhoes, or similar vehicles, except as permitted in defined emergency situations with supervisory approval. Furthermore, the use of cellular phones should be minimized at all times, and only utilized in situations where it is safe to do so. Employees must comply with any federal, state, or local laws governing the use of cellular telephones.

17. The Company will not require employees to do construction or maintenance work outside during inclement weather unless such work is necessary to protect life or property or maintain service to the public. This provision is not specifically intended to include the reading of meters, due to the need of obtaining correct readings for billing purposes, but the Company agrees to the 'doubling up' of those assigned to read meters ahead of apparent inclement weather, and in case of extreme weather, the Company will furnish all necessary protective equipment, such as ice cleats during hazardous icy conditions.
18. When an employee is temporarily assigned to a higher rated classification, he/she shall during such period receive the rate of pay of the classification to which he/she is so assigned; and when an employee is temporarily assigned to a lower rated classification he/she shall receive the rate of pay of his/her regular classification.

## **ARTICLE XVII**

### **APPRENTICE SYSTEM FOR THE LINE DEPARTMENT**

#### **FIRST SIX MONTHS:**

Apprentices with no previous experience shall perform Groundman's work and may use tools on the ground under supervision of Journeyman or Foreman.

#### **NEXT SIX MONTHS:**

Apprentices may perform work on lines that are not energized.

#### **NEXT TWELVE MONTHS:**

Apprentices may perform work in company with a Journeyman on energized secondary circuits of not more than 440 volts.

NEXT TWENTY-FOUR MONTHS:

Apprentices may perform work assisting a Journeyman on all classes of work.

The Company will furnish a complete set of acceptable climbing equipment to an employee hired into the lineman classifications. If the employee is terminated or resigns from the Company without a minimum of four (4) years of service with the Company after receiving the climbing equipment, such tools shall be returned to the Company.

**ARTICLE XVIII**

**APPRENTICE SYSTEM FOR GAS DEPARTMENT**

A mutually agreed upon Gas Apprentice Program will be attached to this contract.

**ARTICLE XIX**

**SAFETY MANUAL AND COMMITTEE**

1. A mutually agreed upon Safety Manual will be attached to this contract.
2. The Utility and the Union agree to establish a Joint Safety Committee for the purpose of establishing and enforcing safety rules.
3. All employees shall be required to become CPR certified on Company time.
4. All employees, including part-time Hardware Store classifications, shall be required to attend monthly safety meetings as the operation of the Company allows, and, as applicable to specific classifications, remain certified in forklift operations while employed with the Company.

## **ARTICLE XX**

### **NO STRIKE – NO LOCKOUT CLAUSE**

The Union agrees that the operations of Cairo Public Utility upon which the employees covered in this Agreement are engaged, are essential to the public welfare and recognize their obligations to furnish continuous service. Accordingly, the parties agree not to perform any act which will result in the interruption of service to customers.

During the term of this Agreement, neither the Union nor any of its members covered by this Agreement will engage in, authorize, instigate, aid or participate in any strike. Likewise, during the term of this Agreement, the Company, its officers, directors or agents shall not authorize, instigate, aid or implement a lockout of the members of the Union who are covered by this Agreement.

## **ARTICLE XXI**

### **NECESSARY LEAVE**

1. Necessary leave of absence not to exceed three (3) days with pay will be allowed to an employee in the event of death in the employee's immediate family; namely, father, mother, father-in-law, mother-in-law, spouse, son, daughter, brother, sister, and step-children living in employee's home. In addition to these days, an employee shall be permitted to be absent without loss of pay for one (1) day to attend the funeral of a grandfather or grandmother. When employees are requested by the family to serve as pallbearer for a deceased co-worker, they shall be permitted to be absent without loss of pay not to exceed one (1) day.

2. The Utility will allow loss of time, without payroll deductions, up to eight hours, not to exceed one (1) working day for out-patient surgery for a member of his immediate family; namely, spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, step children, or other relative living in the employee's home.
3. The Utility will allow loss of time without payroll deductions not to exceed two (2) working days to transport a member of his immediate family; namely, spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, step children, or other relative living in the employee's home, provided the family member is admitted for an overnight stay at the hospital. This benefit may be used no more than six (6) times in any one calendar year, without loss of pay. Non-use cannot be carried over to another year.
4. If an employee is required to serve jury duty, Company will pay the employee the difference between the amount actually received for jury duty and the employee's regular wages.
5. Pregnancy Leave – Female employees shall be granted up to three (3) months leave of absence due to pregnancy, with pregnancy leave of absence to begin not less than three (3) weeks prior to the expected delivery date of the child, unless medical complications develop; in that event, the employee will be required to present a certificate from the attending doctor attesting to that fact.

Also, if base upon a certification from the attending doctor, medical complications arise preventing return to work within the three (3) month pregnancy leave, and upon a letter of intent from the employee indicating a desire to return to work, pregnancy leave may be extended beyond the three (3) month period, but in no event shall exceed one (1) year in duration.

The employee shall be able to use accumulated sick leave during this period. In the event sick leave is exhausted, the employee will be on unpaid leave. According to the aforementioned leave, seniority and other benefits shall not be broken unless the leave extends beyond the one (1) year limit.

## **ARTICLE XXII**

### **INSURANCE PROGRAMS**

1. Effective July 1<sup>st</sup>, 2001, the Employer shall pay 100% of the premium for Line Construction Benefit Fund referred to as LINECO, to be effective August 1<sup>st</sup>, 2001.
2. LINECO coverage for Local 702 members employed by Cairo Public Utility Company begins August 1<sup>st</sup>, 2001.
3. The Company agrees to offer retiree health insurance as follows:
  - a. For those employees that retired prior to July 1<sup>st</sup>, 2018, the Employer agrees to pay all of such retiree's coverage of LINECO at the age of 60, with a maximum monthly allowance not to exceed \$700.00. This (maximum) payout by the Employer shall not exceed 5 years in duration or \$700.00 monthly. Any premium above \$700.00 will be paid by the retiree. The employer's monthly contribution under this provision stops at age 65 once the member is eligible for Medicare. Should the employee work up to age 63 and retire, the employer shall pay 100% retirees coverage up to \$700.00 and age 65.



- b. For those employees who retire on or after July 1<sup>st</sup>, 2018, the Employer shall offer a graduated monthly allowance based on the chart in Appendix B. Any remaining portion of the monthly premium not covered by the Employer's contribution shall be the responsibility of the retiree.

It is understood that the monthly allowance does not increase when the Retiree reaches a higher age, but such monthly allowance is set at the time of retirement until the Retiree becomes 65 years of age. The employer's monthly allowance under this provision stops at age 65 once the member is eligible for Medicare.

4. The Employer shall continue the practice of providing 50% of the premium for the Basic Supplemental Medicare Plan at age 65 or allow the retiree to use the fifty percent (50%) towards continuing coverage for LINECO.

Examples of retiree coverage and employers contribution:

1. Retire at 62;
  2. Employee would pay 3 years, employee qualifying for Medicare at age 65.
  3. Employer pays fifty percent (50%) of the Medicare supplement.
5. If the cost of LINECO increases and the Employer deems the increase excessive, they may seek to change plans to another company, with no loss of coverage or benefits to employees or retirees during the term of this Agreement, with the Employer paying 100% of the cost of such plan.

## **ARTICLE XXIII**

### **PENSION PLAN**

For the duration of this Agreement, the Company shall continue participating in the Illinois Municipal Retirement Fund (IMRF) and shall continue to provide IMRF pension benefits now in existence unless otherwise negotiated in a different manner.

## **ARTICLE XXIV**

### **PAYROLL DEDUCTIONS**

Company agrees that if employees desire to have a payroll deduction and authorize Company to make such deductions for Union dues, for the purpose of investing in the Local Union Credit Union or to have a voluntary payroll deduction for COPE (Committee on Political Education), Company will do so and forward such deduction of monies to the applicable Union office.

## **ARTICLE XXV**

### **SICK LEAVE**

After six (6) consecutive months of employment but less than twelve (12) months, sick leave not to exceed three (3) days will be granted all employees covered by this Agreement. After twelve (12) consecutive months employment, fifteen (15) days sick leave will be accumulated and fifteen (15) days for the second and third years not to exceed a maximum of forty-five (45) days; employees with four (4) or more years consecutive service will accumulate sick leave at the rate of twenty (20) days per year not to exceed a maximum of one hundred (100) days.

Any used sick leave is to be deducted from the accumulated total and the balance allowed to accumulate at the rate of fifteen (15) or twenty (20) days as the case may be, not to exceed one hundred (100) days maximum, except that at the end of each calendar year, unused sick leave in excess of 100 days shall be transferred to a family leave account not to exceed 100 hours total. These accumulated family leave hours may be used in caring for spouse, children, parents, or step-children living in the home.

Sick leave will be allowed for disability covered by the Workmen's Compensation Act with sick leave hours reduced by the amount that the Company is required to pay an individual during the sick leave period under State and Federal Statutes.

Should any employee have continued or "patterned" usage of sick leave, the Company shall have the right to require such employee to provide verification of a scheduled doctor's appointment through documentation from the treating physician. Such information should not contain any personal or identifiable information with regard to the condition for which the employee sought treatment of, but simply verification that the employee was seen on the day in question.

Any employee who is absent for three (3) days or more shall be required to furnish a medical doctor's certificate, attesting to the fact that the employee's absence has been due to sickness or injury and is / was unable to work. Failure to provide such documentation will force the usage of vacation hours or unpaid leave for the duration of continued absences related to this instance.

Sick leave with pay may be reduced or entirely eliminated for an individual employee if, upon impartial investigation, it is found that the privilege is being abused. Employees who have accumulated the maximum of one hundred (100) days unused sick leave shall be entitled to two (2) days compensatory leave.

Employees shall receive a lump sum payment for one-fourth (1/4) of unused accumulated sick leave on the day of retirement.

## **ARTICLE XXVI**

### **DRUG POLICY**

All employees of this Company are subject to the terms and conditions of the Company policy on Controlled Substance Use and Alcohol Abuse and Controlled Substance and Alcohol Testing.

The Consequences of a Positive Test is attached to this Agreement as Appendix A.

**ARTICLE XXVII**  
**LIGHT DUTY POLICY**

The Company and Union hereby agree to utilize a light duty policy for injuries and sicknesses that occur on and off the job. All light duty assignments will occur under the following conditions:

1. Any task or duty assigned shall be within accordance of the treating physicians' restrictions and/or limitations. In no case shall an assignment be made that could further injure the employee while reporting in a light duty capacity.
2. There must be a reasonable expectation that the employee will return to full duty with no restrictions. Progressive, continued improvement must be scheduled with a targeted recovery date specified by the treating physician. There does not exist a permanent light duty opportunity for employees that may be released with permanent restrictions that may affect their ability to perform their essential job functions.
3. In no case shall any one incident of a qualifying light duty instance, exceed a period of 365 days, unless the parties agree to mutually extend the deadline due to extenuating circumstances. It is expected that scenarios under this prerequisite will be limited in number and will be handled on a case by case basis.
4. All employees must obtain prior authorization and approval of management before reporting in on light duty status.

For those employees restricted due to a compensable work place injury, light duty assignments shall be made by management, upon determining that the opportunity for such an assignment exists.

For those employees on personal sick leave, the limitations and restrictions placed upon the employee by their treating physician shall be adhered to, and a light duty assignment will be utilized if the employee so agrees and there is sufficient work available. The employee's option to utilize light duty assignments is only available for personal sick leave cases.

All work assignments under this light duty language shall be made by management and, should questions arise concerning such application, the Steward and Manager will meet and discuss in an attempt to clarify the matter.

CAIRO PUBLIC UTILITY COMPANY

BY *Larry Klein*  
Larry Klein, General Manager

DATE 06-07-18

LOCAL UNION 702, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL-CIO

BY *Steve Hughart*  
Steve Hughart, Business Manager

DATE June 8, 2018

BY: *Mark Baker*  
Mark Baker, Business Representative

DATE June 7<sup>th</sup>, 2018

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**6/25/2018**  
  
Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

## APPENDIX A

### **Consequences of a Positive Test**

If an employee's alcohol concentration is 0.02 or more, but less than 0.039, the employee must be immediately removed from duty for at least 24 hours. If the employee's alcohol concentration is 0.04 or more, the employee has failed the test. Then, the employee must be immediately removed from performing any safety-sensitive function.

If an employee has verified positive test for any prohibited controlled substance, the employee must immediately be removed from his/her safety-sensitive function and terminated from his/her employment with Cairo Public Utility Company. This disciplinary action is a matter of policy of Cairo Public Utility Company and not Department of Transportation Regulations.

An employee who fails either a drug test or an alcohol test shall be provided information on resources available for evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.

No employee shall be allowed to return to performing of a safety-sensitive function until the SAP certifies the employee has properly followed any prescribed rehabilitation program and has passed a return to duty alcohol test.

The cost of rehabilitation program and/or counseling by a SAP shall be paid for through the company insurance program. Any part of the cost of rehabilitation and/or counseling not covered by insurance shall be paid for by the employee.

Sick leave and insurance benefits will be allowed for rehabilitation resulting from alcohol abuse according to Company policy.

Sick leave and insurance benefits will be allowed for substance abuse rehabilitation provided the employee requests use of such benefits prior to failing random drug testing.

## APPENDIX B

### Retiree Health Insurance Calculations

Age of Retiree at time of Retirement	Percent of Monthly Retiree Coverage Paid by Employer	2018 Dollar Amount	2019 Dollar Amount	2020 Dollar Amount (+4.0%)	2021 Dollar Amount (+4.0%)	2022 Dollar Amount (+4.0%)	2023 Dollar Amount (+4.0%)
60	54%	\$702.82	\$733.32	\$762.20	\$792.69	\$824.40	\$857.38
61	63%	\$819.96	\$855.40	\$889.24	\$924.81	\$961.80	\$1,000.27
62	72%	\$937.09	\$977.76	\$1,016.27	\$1,056.92	\$1,099.20	\$1,143.17
63	81%	\$1,054.23	\$1,099.98	\$1,143.31	\$1,189.04	\$1,236.60	\$1,286.06
64	91%	\$1,171.37	\$1,222.20	\$1,270.34	\$1,321.15	\$1,374.00	\$1,428.96

Example 1: Employee A retires in 2019 at the age of 62. The Company will pay up to \$977.76 per month towards the employee/retiree's cost of health insurance. This payment will continue at such rate and will not increase at any time, until the retiree turns sixty-five (65) years of age, and at which time such payment of \$977.76 will cease, and the Company will contribute the appropriate amount described in Article XXII, #4 of this Agreement.

Example 2: Employee B retires in 2022 at the age of 63. The Company will pay up to \$1,236.60 per month towards the employee/retiree's cost of health insurance. This payment will continue at such rate and will not increase at any time, until the retiree turns sixty-five (65) years of age, and at which time such payment of \$1,236.60 will cease, and the Company will contribute the appropriate amount described in Article XXII, #4 of this Agreement.