

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF EDWARDSVILLE**

**AND**

**LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA LOCAL 397 OF  
EDWARDSVILLE, ILLINOIS AND VICINITY  
ON BEHALF OF THE EMPLOYEES OF THE  
CITY CLERK'S AND COLLECTOR'S OFFICES**

**2018-2021**

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## **AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of October, 2011, by and between the City of Edwardsville (hereinafter referred to as the "City" or "Employer" and Local Union No. 397 of the Laborers' International Union of North America, affiliated with the AFL-CIO, of Edwardsville, Illinois, and vicinity, also hereinafter known as the "Union".

### **PREAMBLE**

This Agreement entered into by and between the City of Edwardsville and Local 397 of the Laborers' International Union of North America and has as its purpose the promotion of harmonious relations, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

### **ARTICLE 1 RECOGNITION OF UNION**

#### **Section 1.01 Recognition of Union**

The Employer recognizes Local 397 as the sole and exclusive representative, and bargaining agent for the following full-time employees of the City Clerk's Office and the Office of Collector: Office Clerks for all matters concerning wages, hours of work and conditions of employment.

Union shall designate one (1) Union Representative and one (1) Alternate Union Representative. The Union Representative and alternate may not be disciplined for performing her/his duties.

#### **Section 1.02 Dues**

As a condition of continued employment all employees who are not members of the Union, ninety (90) days after their start of full-time employment for Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a proportionate fair share of the costs of membership, which include the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, in accordance with State law. The Employer agrees to deduct from the pay of those employees who individually request all or any of the following: (a) Union membership dues, assessments or other fees or (b) other programs approved by the City. Request for such deductions of any of the above shall be made on a form agreed to by the Parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

### **Section 1.03 Fair Share Deductions**

The Parties agree that employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deductions shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with Labor Relations Act (55 ILCS 315/1 et seq.). The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to the effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

## **ARTICLE 2 SCOPE OF AGREEMENT**

The Employer is engaged in furnishing an essential public service which virtually affects the health, safety, comfort and general well-being of all the people of the community; and

This responsibility to the public is a mutual responsibility of the Union and the Employer, and it is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to establish proper standards of rates of pay, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interruption and application of the Agreement without interruption of services.

The Employer has voluntarily endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by statutes of the State of Illinois.

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **Section 3.01 Management Rights**

The Local 397 of the Laborers' International Union of North America recognizes that any and all rights concerned with the management of the City Clerk's and Collector's Office and the direction of the working force shall be vested exclusively with the Employer. Such rights and responsibilities shall include but are not limited to, the right to:

- a. Maintain and improve the efficiency and effectiveness of the City Clerk's and Collector's Office;
- b. Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted, and the priorities of same;
- c. Determine the overall methods, means, job classifications or personnel by which the City Clerk's and Collector's Office is to be conducted;
- d. Direct, supervise, and hire employees;

- e. Suspend, discipline, and/or discharge for just and proper cause; transfer, promote, assign, schedule, retain, and/or lay off employees;
- f. Relieve employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or nonproductive;
- g. Take action to carry out the mission of the City Clerk's and Collector's Office in situations of emergency;
- h. Adopt rules, regulations, educational programs, safety programs and other programs necessary to maintain the efficient and effective operations of the City Clerk's and Collector's Office.

The above-listed rights shall not limit the Employer's obligation to comply with the terms and provisions of this Agreement in the exercise of the above rights.

### **Section 3.02 Personnel Code**

The City of Edwardsville Personnel Code represents, in part, the policies, procedures, rules and regulations of the City of Edwardsville. Nothing in the Personnel Code negates the application of this labor agreement. In the event of any conflicts between this labor agreement and the Code, the provisions of the labor agreement shall prevail and control. It is agreed that prior to application or enforcement of any provision of the Code which concerns wages, hours or conditions of employment of an employee or group of employees of this bargaining unit, management shall bargain to agreement with the union prior to implementation of the Code.

### **Section 3.03 Transferring Work**

The Employer reserves the right to transfer work and duties to other City departments, and create new positions to which work and duties heretofore performed at least in part by bargaining unit employees may be transferred as so long as the work and duties transferred are performed by city employees and are covered under the terms and conditions of this Agreement and all employees not in the bargaining unit must comply with Section 1.01 above.

## **ARTICLE 4**

### **NEW AND TEMPORARY EMPLOYEES**

#### **Section 4.01 New Hires**

Preference will be given in employment consideration to residents of the City of Edwardsville. However, residency in the City of Edwardsville is not required for employment in the City Clerk's or Collector's Office.

All new employees covered by this agreement shall, during the first six (6) months of employment by the City Clerk's or Collector's Office, serve a probationary / training period. During the probationary / training period, new employees shall be paid at a rate of 95% of the hourly base wage for the first six months of employment; and 100% thereafter. The Employer may waive the training wage, at its sole discretion, for new employees who transfer from other departments of the Employer into the Clerk's & Collector's Office, or for employees who bring appropriate job skills to the job. If a temporary employee is hired directly from temporary employment as a new employee, his/her employment as a temporary employee shall count towards the training requirement of this Section. Nothing contained herein shall modify the terms of Article 13

Seniority. Seniority for a temporary employee will begin on the first day of regular full-time employment and not sooner. Employees may be terminated at any time during this probationary period without any recourse to the grievance procedure.

#### **Section 4.02 Temporary Employees**

All temporary employees shall not be covered by this agreement nor have any rights to Article 20 (Grievance Procedures) and may be terminated at any time. It is understood that temporary employees shall not be employed for more than 720 hours within a 12 month period. On the 721<sup>st</sup> hour of employment the Temporary Employee status shall convert to new employee status and the employee shall be covered by the New Employee section of this agreement and be required to fulfill all union membership requirements as provided in this Agreement. No Temporary Employee shall be hired if any Bargaining Unit Employee is laid-off or discharged until such time as the bargaining unit positions are re-staffed or called back to active status with permanent employees, except that temporary employee(s) may be utilized during the time that the Employer is actively interviewing to re-staff the position(s) with new hires.

### **ARTICLE 5 NO STRIKE**

The Laborers' Local Union 397 and the employees represented by the Union shall not engage in, nor encourage any engagement in, either directly or indirectly, any strikes, job actions, slowdowns or withdrawal of services against the Employer.

### **ARTICLE 6 HOURS OF WORK**

The City Clerk's and Collector's Office shall be open for business from 8:00 a.m. until 5:00 p.m. Monday through Friday. Hours may be staggered between employees so that each employee works eight hours with a one hour unpaid lunch period.

To ensure a safe work environment, two (2) employees of the bargaining unit will be in the office at all times during regular business hours (Monday-Friday, 8am-5pm). In an emergency or unforeseen scheduling shortage where an employee cannot fulfill their duty, the City Clerk or Collector (but not both) shall count as an employee for this purpose only. If employees are not able to staff the office, the City Clerk or Collector shall have the right to call-in or hold-over employees on a reverse seniority basis.

### **ARTICLE 7 OVERTIME**

#### **Section 7.1 Overtime Pay**

Overtime is time worked in performance of one's job in excess of forty (40) hours of compensated work time per week. Overtime shall be compensated at time and one-half for hours worked by cash payment (through the payroll system) or, upon mutual agreement, by compensatory time credit. Overtime shall not be pyramided.

If an employee works through a scheduled lunch period at the request of the supervisor and does not later receive a lunch period, the employee receives one and one-half normal pay for time worked or upon mutual agreement one and one-half time worked in compensatory time. When overtime is available, it shall first be offered to the most-senior employee with the job assignment expertise for the work requiring overtime.

**Section 7.2 Compensatory Time In Lieu of Pay.**

Compensatory time may be claimed by the employee in lieu of overtime pay, but may not be accrued in excess of forty (40) hours and shall be utilized with the approval of the City Clerk/Collector or his/her designate. The City will grant compensatory time off on an overtime hour for a compensatory time bank hour-and-one-half basis subject to the request of the employee. Employees shall claim compensatory time on the payroll sheet for the time period in which the overtime was worked. Utilization of compensatory time may be taken in time increments approved by the City Clerk/Collector.

**ARTICLE 8  
HOLIDAYS**

The City Clerk's and Collector's Office shall be closed on the following listed holidays and each full-time employee in the City Clerk's and Collector's Office shall be compensated at eight (8) hours regular pay for those holidays so observed:

New Year's Day	President's Day
Memorial Day	Independence Day
Martin Luther King, Jr. Birthday	Veteran's Day
Labor Day	Day after Thanksgiving
Thanksgiving Day	Christmas Day

If for some pressing reason any employees are asked to work on any of the above holidays, they shall be compensated as above plus regular hours worked, or a minimum of four hours, whichever is greater.

It is the policy of the City Clerk's and Collector's Office that as to any listed holiday falling on a Saturday; it will be observed the preceding Friday: as to any listed holiday falling on Sunday, it will be observed the succeeding Monday.

**ARTICLE 9  
PERSONAL LEAVE**

Each employee shall be entitled to two (2) personal leave days with pay per contract year. Personal leave shall be taken in increments of one (1) or more whole hours and must be used within two (2) years of the date of accrual or will be lost. Upon hire, a new employee will receive a pro-rated amount of two (2) personal leave days which will be determined by the employee's hire date and the time remaining until the end of the contract year. Upon permanent separation by resignation,



or other non-disciplinary reasons, unused personal days for the year will be paid out to the employee.

## **ARTICLE 10 SICK LEAVE**

### **Section 10.01 Benefits**

Sick leave is a benefit the Employer offers only to full-time employees with more than one (1) year of continuous service from last date of hire. As long as the employee remains on the payroll as an active employee, he/she receives this benefit. Employees on a worker's compensation leave will be paid only the difference between the worker's compensation payments and their regular salary for those days accrued and designated as sick days. All sick-leave benefits stop when the employee leaves his/her position with the Employer, except as noted below;

#### Tier 1 for Employees Hired Before October 1, 2015:

1. Full-time employees hired before October 1, 2015 shall be entitled to 120 hours of sick leave per year after one year of continuous employment with the Employer.
2. Each full-time employee shall be entitled to an additional 120 hours of sick leave on the subsequent anniversary dates of her/his continuous employment.
3. The total maximum accumulation shall be 720 hours.
4. Upon termination of employment for cause, an employee will not be paid any accumulated and unused sick leave. Upon voluntary separation or involuntary layoff from employment, an employee will receive a percentage of accrued and unused sick leave pay from the maximum of 720 hours based on the following scale:

After 5 years of full-time continuous service	50%
After 10 years of full-time continuous service	70%
After 15 years of full-time continuous service	85%
After 20 years of full-time continuous service	100%

The sick leave will be paid out at the employee's rate of pay at the time of separation.

#### Tier 2 for Employees Hired On or After October 1, 2015:

1. Full-time employees hired on or after October 1, 2015 shall be entitled to 80 hours of sick leave per year after one year of continuous employment with the Employer.
2. Each full-time employee shall be entitled to an additional 80 hours of sick leave on the subsequent anniversary dates of her/his continuous employment.
3. The total maximum accumulation shall be 480 hours.

4. Upon termination of employment for cause, an employee will not be paid any accumulated and unused sick leave. Upon voluntary separation or involuntary layoff from employment, an employee will receive a percentage of accrued and unused sick leave pay from the maximum of 480 hours based on the following scale:

After 5 years of full-time continuous service	50%
After 10 years of full-time continuous service	70%
After 15 years of full-time continuous service	85%
After 20 years of full-time continuous service	100%

The sick leave will be paid out at the employee's rate of pay at the time of separation.

### **Section 10.02 Eligibility**

If doubt exists about the actual illness or disability of an employee, absent in excess of two (2) consecutive days, or where absence appears excessive or patterned, the employee may be required to provide the department head with a signed confirmation regarding the nature of the illness or disability from the employee's attending physician. A physician's certificate shall state the following: 1) that the absence from work was required; and, 2) that the employee is now fit to return to work.

Employee shall not receive paid sick leave for the following reasons:

1. for injuries received while working as an independent contractor;
2. for injuries received while working for wages from an entity other than the Employer (i.e., City of Edwardsville);
3. for injuries received while committing a crime;
4. for injuries received which were intentionally self-inflicted.

Sick-leave notification must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Employer. If the employee notifies the Employer that his/her illness will be in excess of one day, the Employer may waive this requirement.

Any employee contracting or incurring any non-service-connected illness or disability, which renders such employee unable to perform his/her duties, shall be eligible to use accumulated sick leave time for a period not to exceed her/his accumulated sick leave. Sick leave as provided under this Article, up to a maximum of twenty-four hours in any one of the current contract's years (October through September) may be used in the event of serious illness, disability, or injury to a member of the employee's immediate family, when the leave is for the purpose of the employee personally caring for said afflicted family member. For the purposes of this Article, immediate family is defined as spouse living with the employee, or the employee's child or parent. The Employer has the authority to request evidence to substantiate that such leave was for the purposes herein set forth.

At the Employer's sole discretion, the exercise of which shall not be subject to review or appeal, whether under this or any other agreement, sick leave time in excess of twenty-four hours may be used for purposes set out under this paragraph.

Sick leave shall not be taken in increments of less than fifteen (15) minutes.

If an employee has received sick leave contrary to the provisions of this Article or through any misrepresentation made by the employee or by others on her/his behalf, she/he shall reimburse the Employer in an amount equal to the sick leave pay so received, and said employee is subject to discipline, including discharge. The Family and Medical Leave Act (FMLA) policy as contained in the City's Personnel Code shall govern FMLA leave.

## **ARTICLE 11 FUNERAL LEAVE**

In the event of a death to an immediate family member of an employee, the employee (upon request) shall be granted up to three (3) scheduled work days off with pay, inclusive of the day of the funeral. The remaining paid time off must be taken during the time period commencing with the day of the death and ending seven (7) calendar days after the funeral. The immediate family shall be defined as spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchildren, spouse's grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law. Step Family shall be considered immediate family for the purposes of funeral leave administration. Verification of attendance by the employee at the funeral may be required by the employer. The employee must notify or cause notification to be made to the City Clerk or Collector or their designee of the employee's intention to take funeral leave by the beginning of the first day of such leave.

Subject to the approval of the City Clerk and/or the Collector or their designee, nothing herein shall prevent an employee from exercising his or her right to utilize accrued and unused personal leave, vacation leave or other accrued time to address personal needs related to the death of an immediate family member as defined herein or the death of another not included in the definition of immediate family, but where a definite family need or matter of legitimate bereavement can be demonstrated.

## **ARTICLE 12 DEATH OF AN EMPLOYEE**

Upon the death of an employee, the Employer will pay to the employee's estate any accrued salary, including unused compensatory time, compensation for unused vacation and compensation for sick leave as set forth in accordance with Article 10, Section 10.01 (Benefits), line number 4.

Payments due from insurance coverage are not within the control of the Employer and must be processed through regular channels.

## **ARTICLE 13**

## **SENIORITY**

Seniority is defined as the length of continuous service of an employee for the Employer within a given City department. In the event an employee is transferred from one department to another, the employee enters the new department as the employee with the least departmental seniority. However, the transferred employee does not lose City seniority, which is the basis for vacation and sick leave allowance.

The term "continuous service" shall be construed so that employees absent from employment due to sickness, injury, authorized leaves of absence or layoffs by the Employer, shall not cause a break in the meaning of "continuous" work for the purposes of computing seniority, except as provided for below.

Seniority and employment relationship shall be terminated when an employee:

- a) voluntarily quits or retires;
- b) is discharged for just and proper cause;
- c) is absent for two (2) consecutive work days without valid excuse;
- d) has performed no work for the Employer for a period of twelve (12) consecutive months;
- e) is laid off and fails to return to work, after having been notified by registered letter at his/her known address;
- f) does not report for work at the termination of authorized leave of absence.

## **ARTICLE 14 PROMOTIONS, TRANSFERS, AND DEMOTIONS**

### **Section 14.01 Promotions**

Positions with the City Clerk's or Collector's Office shall be filled by promotions by the Employer whenever practical and in the best interest of the Employer, as defined by Article 3, Management Rights.

### **Section 14.02 Transfers**

When an employee transfers to another City department, the transfer will have no effect on employment seniority with the City. Department seniority on the new position will start on the date of transfer.

### **Section 14.03 Demotions**

Demotion is the assignment of an employee to a position of lesser responsibility. The Employer in exercising its rights hereunder shall consider only those employees who have worked in the City Clerk's or Collector's Office full time for a period of two (2) or more years. Employees with less than two (2) years shall be terminated rather than demoted. Reasons for demotion will include, but not be limited to: inability to perform the work; reduction of available work; reduction of available funds; reduction of work force; or sickness or accident which limits the capacity of the employee to perform.

## **ARTICLE 15 LAYOFF**

In the event it becomes necessary to reduce the working forces in the City Clerk's and Collector's Office for any reason or for any length of time, the employee with the least department seniority shall be laid off first then the next least and so on until the required number of employees has been laid off. When these employees are called back to work, it shall be in the reverse order of which they were laid off.

## **ARTICLE 16 LEAVES OF ABSENCE**

An employee may submit a written request to his/her department head for a general leave of absence without pay, subject to the approval of the following:

- a. No leave shall be granted for the purpose of taking gainful employment elsewhere.
- b. The Department Head may grant a leave not to exceed a period of five (5) working days. Any request for leave of greater than five (5) days must be submitted to the City Administrator for approval.
- c. The City Administrator may grant a leave not to exceed a period of ninety (90) days. Any request for leave of greater than ninety (90) days must be submitted to the City Council for approval.
- d. No benefits shall accrue during the leave.
- e. All benefits are suspended during the leave, except insurance and retirement benefits may be kept in place upon the election of the employee to pay 100% of the required premiums in advance.
- f. Anyone falsifying information to get a leave (of any type) results in automatic termination of the employee with the City of Edwardsville.

## **ARTICLE 17 VACATION**

All regular full-time employees of the City Clerk's and Collector's Office shall be entitled to vacation time with pay after one year of service. The amount of annual vacation leave shall be based upon the number of years of accredited service an employee has completed as follows:

<u>Years Completed</u>	<u>Vacation Allotment</u>
1 through 4 years	2 weeks ( 80 hours)
5 through 9 years	3 weeks (120 hours)
10 through 14 years	4 weeks (160 hours)
15 to retirement	5 weeks (200 hours)

Vacation request will be processed according to seniority as defined in Article 7 of this Agreement.

Requests for more than two successive weeks will be considered under special circumstances by permission of the City Clerk and Collector when and if the work in the department will not be adversely affected.

Holidays which occur during an approved vacation shall not be charged against vacation time.

Vacation leave must be taken within two (2) years of the date of accrual and may not be accrued nor accumulated beyond that time, but under no circumstances will same be lost due to schedule adjustments or cancellations initiated or caused by the employer. At the Department Head's discretion, an employee may receive payment for unused vacation hours if a schedule adjustment or cancellation was initiated or caused by the employer. All employees who have banked excess vacation leave as of the beginning of the term of this contract are required to be in compliance with the aforementioned guidelines prior to the termination of this agreement, or vacation leave not taken within two (2) years of the date of accrual will be lost. Approved vacation leave shall be charged in increments of four (4) or more whole hours unless under an extraordinary circumstance in which the Department Head has approved otherwise.

## **ARTICLE 18 JURY DUTY**

The City of Edwardsville recognizes the responsibility of an employee who is called to serve for jury duty. Therefore, the Employer will pay to the employee so called for jury duty the difference between the amount received for jury duty service and the employee's regular wage for those hours served. The employee will provide the City Clerk or Collector with a court receipt indicating date served and compensation received prior to any payments. Employees are expected to return to their City job functions whenever excused for a day or for a portion of a day from their jury service.

## **ARTICLE 19 INSURANCE**

### **Section 19.01 Health Insurance**

There shall be one (1) member of the bargaining unit who shall serve as a voting member of the City's Health Insurance Advisory Committee. The committee shall meet as necessary to review and recommend to the City Council health insurance plans and revisions to same for employee group coverage.

The City shall pay one-hundred percent (100%) of the individual employee's insurance premium and seventy-five percent (75%) of the family plan premium for participating employees.

Any employee laid off due to lack of work and covered by the City's health insurance program will be eligible for the continuation of health insurance benefits as required by law and as outlined in the Consolidated Omnibus Budget Reconciliation Act (COBRA).

### **Section 19.02 Eye Exams/Prescriptive Eyewear**

The Employer will reimburse an employee \$200 per contract year for fees for an eye exam and prescription eyewear. The Employer may designate an optical dispenser or other practitioner to

perform exams and/or provide eyewear. If a practitioner has not been formally designated, the employee upon making any claim for this benefit shall first provide evidence to the Employer's designated representative that he or she has first made claim for any eligible reimbursement or other cost coverage through any existing vision plan provided by the Employer.

It is expressly and affirmatively understood by the Union and the Employer that time spent traveling to and from, as well as time during, the exam or order/purchase/pickup of eyewear shall constitute no liability to the Employer nor shall it be compensable, nor shall any or all of said time be considered as in the course of or arising out of employment. The benefits provided hereunder are received at the option of the employee.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

### **Section 20.01 Grievance Defined**

For the purpose of the Agreement, a grievance is defined as an employee's and/or Union dispute, claim or complaint involving the interpretation of, application of, or compliance with the provisions of this Agreement.

### **Section 20.02 Procedure**

A grievance shall be processed in the following manner:

**Step 1** Within five (5) business days of the occurrence of the event giving rise to the grievance, the aggrieved employee shall, with the steward representing him/her, discuss the grievance with the City Clerk or Collector. If the grievance is filed orally, the steward shall expressly state before ending the discussion with the City Clerk or Collector, that the discussion constitutes the first step of this grievance procedure. The steward and the City Clerk or Collector will thereupon both sign and date a written statement acknowledging that a grievance has been filed at Step 1 and indicate the nature of the grievance and the desired settlement.

If a settlement is not reached as a result of said discussion within five (5) business days after the grievance is filed, the Union Business Representative shall submit a written grievance within five (5) business days thereafter or at such other time as may be mutually agreed, in an attempt to reach a settlement.

The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the provision(s) of the Agreement allegedly violated, state the contention of the employee with respect to said provision(s), indicate the relief requested and be signed and dated by the employee(s) affected and the Business Representative.

The City Clerk or Collector shall give his/her written response within ten (10) business days after said presentation. Said written response shall be delivered either in person or by certified mail, return receipt requested.

**Step 2 Employers.** Should the aggrieved party and/or Union feel that the grievance was not satisfactorily settled in Step 1; the grievance shall be submitted, within ten (10) business days of

completion of Step 1, to the Employer's designated representative, who shall meet with the Union's representative(s) in an attempt to resolve the grievance. Completion of Step 1, for the purpose of this Step, is when the Union receives the Employer's written response. The Employer shall give its written response within ten (10) business days after said submission.

**Step 3 Voluntary Mediation.** If the grievance is not satisfactorily resolved at Step 2, it may be submitted for mediation within fifteen (15) business days after receipt of the Employer's Step 2 response was due. If the parties mutually agree to mediation, they shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties.

**Step 4 Arbitration.** If the grievance is not settled in accordance with Step 2 or 3, as the case may be, either: 1) if mediation was not agreed to, the Union may refer the grievance to arbitration within ten (10) calendar days after receipt of the Step-2 response; or, 2) if mediation was agreed to, the Union may refer the grievance to this Step within ten (10) calendar days after the final mediation session. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt by the Employer of the notice of referral. In the event the parties are unable to agree upon an arbitrator within five (5) business days, they shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel prior to any selection being indicated by either party. Both the Employer and the Union shall have the right to strike three (3) names from the panel. Each party shall alternately strike a name from the list, with one party striking the first name, the other striking the second name, and so on, until one name remains. The person whose name remains unstricken from the list after six strikes shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of selection by a joint letter from the Employer and the Union requesting that the arbitrator set a hearing time and place, subject to the reasonable availability of their representatives.

#### **Section 20.03 Arbitrator's Authority**

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall only consider and make decision with respect to the specific issue submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to, or inconsistent with, or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit a written decision within thirty (30) days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof to a date certain. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this



Agreement to the facts of the grievance presented. None of the terms of this Article shall contravene any existing law or statute. A decision rendered consistent with the terms of this Agreement shall be binding on both parties.

#### **Section 20.04 Time Limits**

If a grievance is not presented or appealed to the next step within the time limits set forth, or during a mutually agreed extension thereof, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. Time limits for the processing of any grievance may be extended at any time by written mutual agreement of the parties.

#### **Section 20.05 Expedited Procedure**

The time limits set forth throughout this procedure shall be in effect except as to those grievances involving the Employer's action in the case of a disciplinary suspension, discharge or layoff from work, when the grievance shall be filed within three (3) business days after the employee or the Union knew of the action.

#### **Section 20.06 Costs of Arbitration**

The fees and expenses for the arbitrator's service and a copy of the arbitration hearing transcript for the arbitrator, if any, shall be borne equally by the Employer and the Union. Each party shall be responsible for its own copy of the transcript.

### **ARTICLE 21 SAVING CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislator, the remaining parts or portions of this Agreement shall remain in full force and effect.

### **ARTICLE 22 GENDER DISCLAIMER**

Whenever the female gender is used in this Agreement, it shall be understood to also mean male gender.

### **ARTICLE 23 CUSTODIAN OF THE RECORDS**

The Employer shall establish and maintain records showing length of service, record of attendance and compensation allowed for time off for each employee.

### **ARTICLE 24**

## **MILITARY SERVICE**

Employees drafted into or who enlist in the military service shall be eligible to return to the position vacated within ninety (90) days of discharge and his or her seniority shall be considered continuous, in accordance with 330 ILCS 60. However, nothing herein is intended to prevent the employee so affected by military service from claiming his or her full rights and benefits under any other existing Federal or State law or any Federal or State law that may have been amended during the term of this agreement.

## **ARTICLE 25 WAGES**

### **Section 25.01 Wages per hour**

**SEE ATTACHED SCHEDULE 25.01**

### **Section 25.02 Longevity**

As recognition for good and faithful service, the following amounts will be added to qualifying employees' hourly base pay "non-cumulative".

<i>After 5 years of service</i>	- \$ 832.00
<i>After 10 years of service</i>	- \$1,560.00
<i>After 15 years of service</i>	- \$2,080.00
<i>After 20 years of service</i>	- \$2,704.00
<i>After 25 years of service</i>	- \$3,016.00

In addition to the longevity amounts above, employees having participated in the Illinois Municipal Retirement Fund (IMRF) through employment with the City of Edwardsville for a period of twenty (20) years or more shall be annually paid a one-time longevity bonus equal to ten percent (10%) of his or her bi-weekly base pay (including regular longevity pay) for the first pay period of November.

### **Section 25.03 Pension Contribution**

The Employer agrees to make contributions to the Laborers' National Industrial Pension Fund. The employees shall determine the amounts of these payments. The Union will notify the Employer of these amounts. It shall be understood that these payments amounts shall be subtracted from the base wage. The Union will notify the Employer of increases in these amounts in a timely manner prior to any increase to base wages, but no more than once per contract year.

The Employer shall be responsible, under the Pension Protection Act of 2006, for making additional contributions to the LNIPF under the requirement of the Fund's Rehabilitation Plan. The Employer and the Union have agreed to adopt the Preferred Schedule of the LIUNA Rehabilitation Plan as outlined in Exhibit A for all hours worked, or for which the employee is paid, including overtime and benefit hours effective with the date that this contract is signed or April 1, 2012, whichever date is earlier. It shall be understood that this LNIPF is in addition to the current Illinois Municipal Retirement Fund (IMRF) pension plan and that all members of the bargaining unit will participate in the contributions to the LNIPF.

## **ARTICLE 26**

### **DURATION**

This contract shall be in full force and effect for a period of three (3) years beginning *October 1, 2018*, through *September 30, 2021*. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, not less than sixty (60) days before its termination that the party desires to modify or terminate this Agreement.

In the event such notice is given, negotiations shall begin no later than fifteen (15) days after the date of such notice. All requests for changes to the contract shall be exchanged in writing at the first scheduled meeting of said negotiations.

## **ARTICLE 27**

### **MISCELLANEOUS PROVISIONS**

#### **Section 27.01 Agreement**

This Agreement supersedes all previous agreements and understandings between the parties hereto and constitutes the entire contract between the Employer and the Association. Changes in or amendments to the terms of this Agreement may be made at any time by mutual agreement of the Employer and the Association. When amendments or revisions are so made, they shall be reduced to writing and executed in the same manner as this Agreement.

#### **Section 27.02 Drug-Free Workplace Policy**

In compliance with the state and federal Drug Free Workplace Acts, 30 ILCS 580/1, et seq. and 41 U.S.C. §701, et seq., the following statement shall be furnished to employees:

A. All employees are hereby notified that the manufacture, distribution, dispensation, possession or use of illegal drugs is prohibited on property owned or controlled by the City of Edwardsville or in any place where duties of employment are being performed. Violations of this prohibition will subject employees to disciplinary action in accordance with the applicable law, regulations, or bargaining agreement having the force of law. As a condition of employment on any federal grant or contract, the employee will abide by the above terms and shall notify the City of any criminal drug statute conviction for a violation thereof not later than five (5) days after such conviction.

B. The Mayor directs that a drug-free awareness program be established as a component of already existing employee assistance programs, and that such program inform employees about the dangers of drug abuse in the workplace, the City's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Each employee to be engaged in the performance of a federal grant or contract shall be given a copy of the statement set forth in paragraph "A" above.

D. The City will notify the granting or contracting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee pursuant to the last sentence of the statement set forth in paragraph "A" above.

E. A designated employer representative shall require of any employee who is so convicted to complete the satisfactory participation in a drug abuse assistance or rehabilitation program or, in accordance with applicable City personnel policies, may impose a sanction on such employee.

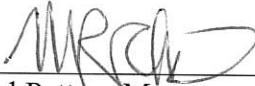
F. The City will make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

G. The Department heads are hereby directed to develop, as necessary, more detailed regulations dealing with the further implementation of the Acts. Those regulations shall be effective upon approval by the Mayor.

This Agreement is executed by the Mayor of the City of Edwardsville and attested by its City Clerk, all pursuant to authority granted by the City Council of the City of Edwardsville on the 18 day of September 2018.

**For the Employer:**

City of Edwardsville

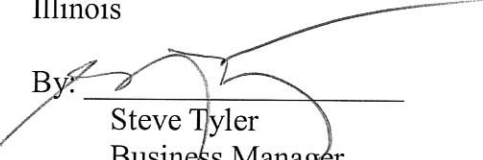
By:   
Hal Patton, Mayor

Attest:

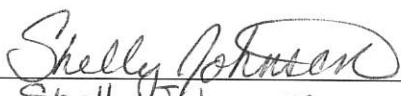
By:   
Jeanne Wojcieszak, City Clerk

**For the Union:**

Local Union 397 of The  
Laborers' International  
Union of North America,  
AFL-CIO of Edwardsville,  
Illinois

By:   
Steve Tyler  
Business Manager

City Employee Union Representative

By:   
Shelly Johnson  
[print name]

## SALARY SCHEDULE 25.01

### Office Clerks

October 1, 2018 to September 30, 2019 (2% wage increase)	\$22.15
LNIPF Pension contribution	(\$1.25)
<b>Base Hourly Wage on paycheck</b>	<b>\$20.90</b>
October 1, 2019 to September 30, 2020 (1.5% wage increase)	\$22.48
LNIPF Pension contribution	(\$1.25)
<b>Base Hourly Wage on paycheck</b>	<b>\$21.23</b>
October 1, 2020 to September 30, 2021 (1.5% wage increase)	\$22.82
LNIPF Pension contribution	(\$1.25)
<b>Base Hourly Wage on paycheck</b>	<b>\$21.57</b>

*Historical Note: Effective January 1, 2008 of the 2006-2009 collective bargaining agreement, an additional \$0.34/hr clothing allowance was rolled into each employee's hourly base rate of pay.*