

CONTRACT BETWEEN
THE CITY OF BEARDSTOWN, ILLINOIS
AND
THE UNITED FOOD & COMMERCIAL WORKERS
DISTRICT LOCAL 431

Effective: May 1, 2009
Expires: April 30, 2012

INDEX

DEFINITIONS..... Page 2

AGREEMENT.....Page 4

MANAGEMENT'S RIGHTS.....Page 4

ARTICLE I RECOGNITION OF THE UNION.....Page 5

ARTICLE II EMPLOYMENT STATUS-PROBATIONARY PERIOD.....Page 6

ARTICLE III CLASSIFICATION-SENIORITY.....Page 7

ARTICLE IV WAGES-PAYROLL PERIODS.....Page 9

ARTICLE V HOURS OF WORK-OVERTIME RATES.....Page 9

ARTICLE VI ANNUAL PAID VACATIONS.....Page 11

ARTICLE VII PAID HOLIDAYS.....Page 12

ARTICLE VIII JURY DUTY PAY.....Page 13

ARTICLE IX FUNERAL LEAVE PAY.....Page 13

ARTICLE X LEAVE OF ABSENCE.....Page 14

ARTICLE XI SICK LEAVE POLICY.....Page 15

ARTICLE XII PERSONAL DAYS.....Page 16

ARTICLE XIII ILLINOIS MUNICIPAL RETIREMENT FUND.....Page 16

ARTICLE XIV GRIEVANCE PROCEDURE.....Page 18

ARTICLE XV SENIORITY LIST.....Page 19

ARTICLE XVI INSURANCE.....Page 19

ARTICLE XVII GUARANTEE OF TERMS.....Page 20

MISCELLANEOUS.....Page 20

AGREEMENT.....Page 24

APPENDIX A.....Page 25

DEFINITIONS:

UNION	United Food & Commercial Workers District Local #431, AFL-CIO & CLC
EMPLOYER	City of Beardstown, Illinois
BARGAINING UNIT	The employees and the departments referred to in this Agreement who are members and are represented by the United Food & Commercial Workers Union District Local #431
GENERAL MAINTENANCE	All work as required by the City of its employees for the daily operation and maintenance of the City. These operations to include, but are not limited to, street repair, water & sewer maintenance and repair, all cemetery work and garbage collection.
OPERATOR MECHANIC	During the term of this Agreement, the term operator will be used to describe the person who is required to operate the Back-Hoe, Road Grader, and Street Sweeper. Mechanic will be the person who is required to make repairs or overhaul City equipment inside the City maintenance shop.
LEAD PERSON	An employee, when designate by the City, to supervise employees. This employee will be a member of the bargaining unit. Lead persons shall be allowed to perform all work.
REGULAR Full Time	An employee who has fulfilled all requirement of the City and has become a member of the Union.
PROBATIONARY	An employee who is hired with the express purpose of becoming a full-time employee and a member of the Union.
OPEN BIDDING PROMOTIONS	This will apply only to those jobs covered by the bargaining unit.
CUSTODIAL JANITOR	An employee who is hired for the purpose of general maintenance and cleaning inside and outside the buildings owned, leased, or controlled by the City. This shall also include grounds keeping and grass cutting.

DEFINITIONS - cont'd

SICK PAY	The pay an employee will receive only when off sick or injured. This sickness or injury need not be job related.
FUNERAL PAY	The pay an employee will receive when he is off due to a death in his family.
PERSONAL DAYS	Days as established by the City and Union that employees may use for any reason and be allowed a basic days pay.
PAY PERIOD	The date established by the City and Union that each employee will be paid on.
GRIEVANCE PROCEDURE	The method established by the City and Union to handle all disputes and misunderstandings that might arise from this Agreement.
DEPARTMENT	New employees will be assigned to a department when hired and the seniority date in each department will be used for the purpose of a layoff.

AGREEMENT

This Agreement is made and entered into this 1ST day of May 2009 by and between the City of Beardstown, an Illinois Municipal Corporation, hereinafter referred to as the 'Employer' and the United Food and Commercial Workers, District Local #431, AFL-CIO & CLC, hereinafter referred to as the 'Union'.

MANAGEMENT'S RIGHTS

The Union recognized the City as the Employer and except as specifically limited by the express provisions of this Agreement, as having the rights to manage and direct the affairs and operations of the City and to manage and direct its employees. These rights include, but are not limited to, the following: to plan, direct, control, and determine all the operations and services of the City; to supervise and direct the work forces.

The City retains the exclusive right to establish the qualifications for employment and promotions; to create or abolish jobs, to establish job descriptions and reasonable levels of job performance. To establish work, to establish standards, to assign overtime. The City retains the right to determine the methods, means, organization and number of personnel by which the operations and services of the City shall be conducted.

The City has the right to suspend or discharge employees for just cause. To change or eliminate existing methods, equipment or facilities, provided that the exercise of any of these rights shall not conflict with any of the express written provisions of this Agreement, nor shall such right be used to discriminate against the Union or its members.

The City reserves the right to bring in outside contractors for work that is not normally performed by the bargaining unit. The City reserves the right to place all trash and garbage collecting in an outside contractor at any time. The City agrees to giving thirty (30) days advance notice to the Union if this is done.

The City reserves the right to provide custodial or janitor service to any or all buildings owned, leased or controlled by the City, with employees outside the bargaining unit. This language shall remain in effect provided no department employee(s) within the bargaining unit positions are permanently discontinued. If the current employee quits or is terminated, the job will be posted in the normal manner.

The City reserves the right to bring in outside contractors for work that is not normally performed by the bargaining unit and for Dispatching services that may be duplicated by other government agencies within the county.

ARTICLE I. RECOGNITION OF THE UNION

- A. The City recognizes the Union as the exclusive bargaining agent for all regular full-time employees covered by the bargaining unit in all matters relating to wages, hours, and condition of employment. During the term of this Agreement, the bargaining unit will represent employees from the Water & Sewer Department, Street & Alley Department, Cemetery Department, City Clerks Department, and Police Dispatchers Department.
- B. The Union shall inform the Employer in writing of their members who are elected or selected to represent the Union. The Union Business Representative shall be permitted on the Employer's property and to visit with officers or members for reasonable times as required to enforce the terms of this Agreement. During the course of these meetings, when held on City property, the Union Officer will experience no loss of pay.
- C. City employees excluded from the bargaining unit shall be allowed to perform all work normally performed by the bargaining unit. Department Heads not covered by the bargaining unit shall not perform work outside of their departments normally performed by members of the bargaining unit. This provision shall not prevent Department Heads from instructing bargaining unit members outside of their departments. In emergency situations, all city employees not covered by the bargaining unit, shall be allowed to perform all work normally covered by the bargaining unit. The City agrees that the provisions of this paragraph will not be used to use Department Heads from another department for the purpose of laying off bargaining unit members.
- D. The parties agree to their respective policies and shall not violate the rights of any employee covered by this Agreement because of age, sex, creed, color, national origin, Union or non-Union affiliations.
- E. Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement, on forms provided by the Union, the City will deduct the amounts required for initiation fees, union dues, assessments, A.B.C., and death benefits. The amounts to be deducted will be specified in writing by District Local #431. These deductions will be made each pay

period and remitted by the end of the month in which they are deducted to the Secretary-Treasurer of District Local #431.

ARTICLE I. RECOGNITION OF THE UNION - cont'd

In addition, the City agrees to make payroll deductions each pay period for participating employees to the First National Bank of Beardstown. Deductions for the above financial institutions will be remitted promptly to the respective institution. The

City shall be saved harmless in the event of any legal controversy involving this provision.

- F. The Union shall represent all employees in the bargaining unit fairly and equally. All employees, hired in the departments represented by the bargaining unit, after January 1, 1983, shall become members of the bargaining unit. Only those employees represented by the bargaining unit shall be required to become members.
- G. The City agrees to make payroll deductions each pay period for employees who choose to use the meat market.

ARTICLE II. EMPLOYMENT STATUS PROBATIONARY PERIOD

- A. ALL EMPLOYEES SHALL BE CLASSIFIED AS:

SEASONAL OR TEMPORARY (Terms are interchangeable)

These are employees who are hired either for a single term employment or for regularly recurring terms of employment. Such terms of employment shall not exceed ninety (90) days in any calendar year; however, by agreement between the Union and the City, such term may be extended on an individual basis by mutual agreement with the Union.

A seasonal or temporary employee that has worked more than thirty (30) calendar days who is selected for a full-time position will be considered as having served his probationary period.

- B. REGULAR FULL-TIME

These are employees who are hired with the express intent of permanent appointment after completion of the probationary period.

- C. REGULAR PROBATIONARY

These are employees who are hired with the express intent of permanent appointment after completion of the

EMPLOYMENT STATUS - cont'd

probationary period. The term of the probationary period shall not exceed thirty (30) calendar days. However, by agreement between the Union and the Employer, such term may be extended on an individual basis.

- D. All newly hired regular employees shall be on probation for the first thirty (30) calendar days. Regular probationary employees whose employment has been extended beyond thirty (30) calendar days shall at the end of this extension be considered to have completed their probationary period and no other notice shall be required.
- E. Regular employees while on probation shall not be entitled to sick leave or vacation. However, upon completion of the probationary period, employees shall have their seniority established as of the date they first commenced employment and shall be entitled to sick leave and vacation credits from such date.
- F. In filling open positions, seniority will be the determining factor. A reasonable training period will be given to each successful applicant.
- G. Such promoted employees shall be on trial for the first fifteen (15) days and should they be found unqualified to perform the work, shall be returned to the position from which they were promoted. Employees who disqualify themselves within the first fifteen (15) working days shall return to their last previous job.

ARTICLE III. CLASSIFICATION - SENIORITY

- A. 1. The bargaining unit will consist of two classes of employees, General Maintenance and Operator-Mechanic. A separate wage scale will be established for each class of employee. No full-time employee will be paid below the General Maintenance wage scale. An employee working as an Operator-Mechanic will be paid a minimum of four hours when working in that class.

Example: If an employee is required to perform mechanic work or run the back-hoe or street sweeper from 8:00 am to 9:00 am, he will be

allowed four (4) hours at that rate of pay.

2. CITY CLERK DEPARTMENT EMPLOYEES

This department is bump exempt.

- a) The office of Mayor will administer all personnel matters. Such authority shall include, but not be limited to, tabulation of payroll checks and records, review of attendance records, leave time, holidays, vacations, sick leave and other like personnel matters.

3. POLICE DISPATCHERS DEPARTMENT

This department is bump exempt.

- a) Lead person for radio dispatchers will be paid \$.40 per hour in addition to the normal rate of pay.

- B. The City shall prepare and post a seniority roster which shall list all employees of the bargaining unit in the order of their seniority and classification. Each employee's seniority shall start with his seniority date as reflected by the records of the City Clerk as of January 15, 1990. The City shall be responsible for the posting of up-to-date seniority list annually March 1.

Should any employee find a mistake in the seniority roster, it will be corrected as soon as it is brought to the attention of the City.

- C. Whenever a job opening occurs or a new job is created within the bargaining unit, the City shall post notices in locations where all employees will see it when coming to or leaving work. Notices will include the job title, rate of pay, hours of work and a space for interested employees to apply for the position. The notice shall remain posted for five (5) working days (excluding Saturday's and Sunday's before being awarded to the senior applicant.

Employees absent from work for any excused reason will have forty-eight (48) hours upon their return to apply for and win one (1) job that was posted in their

absence.

- D. Seniority will be established on a departmental basis. Layoffs will be done according to department seniority.
- E. Employees who are laid off and have one (1) year or more seniority may bump any employee working in another department who has less seniority. An employee who exercised his bump shall return to the department from which he was laid off when recalled to the department. When layoffs are necessary, senior employees may elect to volunteer for the layoff once in a rolling 12-month period.
- F. Because of the training required by the Water Plant Operators, this department will be bump exempt.
- G. Should the City designate an employee from within the bargaining unit to supervise any group of employees, they will be classed as leadmen and while working in that class will be paid forty cents (\$.40) above the Operator-Mechanic scale.

When this section is invoked, a form provided by the City and signed by the Supervisor will be given to the employee to verify the assignment. Lead pay will be granted for the entire shift regardless of the actual hours.

- H. An employee who is on a continuous seniority layoff for more than twelve (12) months shall be considered as terminated. This 12-month period may be extended by mutual agreement between the City and Union.

ARTICLE IV. WAGES

Effective May 1st, 2009, dispatchers, clerks, general maintenance and operator mechanic classifications will receive a 2% wage increase.

Dispatchers	12.11
Clerks	12.70
General	
Maintenance	13.69
Operator	
Mechanic	14.86

Wage re-opener 5/1/2010

Wage re-opener 5/1/2011

ARTICLE V. HOURS OF WORK - OVERTIME HOURS

- A. The specific arrangements and adjustments of hours of the day and work week shall be the responsibility of the City. Employees by seniority and classification may be required to work days or nights. If a night shift is established, it shall be filled in accordance and with posting procedures established in Article III-1-C of this document.

The normal work schedule will be eight (8) hours per day, forty (40) hours per week Monday through Friday. The current work week for the Water Treatment Plant and Radio Dispatchers will be the only exceptions to the Monday through Friday work week.

It is clearly understood there will be no split shifts. Any break longer than one (1) hour will be considered a split shift.

The practice of scheduling regular hours of work will continue through the life of this Agreement. It is not the intent of this Section to rotate or alternate shifts.

- B. Employees shall receive time-and-one-half their hourly rate of pay for all time worked in excess of the basic eight (8) hour day and/or basic forty (40) hour week. Vacations and holidays shall be considered as time worked in computing overtime as provided. Sick days shall not be considered in computing overtime pay.
- C. All hours worked on the sixth (6th) day will be paid at one-and-one-half (1 1/2) times the employee's regular straight time hourly rate of pay. All hours worked on the seventh (7th) day will be paid at two (2) times the employee's regular straight time hourly rate of pay. All hours worked on an employee's scheduled holiday will be paid at two (2) times the employee's regular straight time rate of pay in addition to the holiday pay. Dispatchers scheduled to work on a holiday shall receive 12 hours comp time in addition to their regular pay; dispatchers not scheduled to work shall receive eight (8) hours comp time in addition to their regular pay.

All overtime work must be authorized by the City or representative thereof.

- D. Employees will be granted two (2) fifteen (15) minute breaks per shift. The first break will normally be scheduled mid-way between start time and lunch time. The second break will normally be scheduled mid-way between lunch time and quit time. If it becomes

necessary to work overtime, an employee will receive a paid fifteen (15) minute break after ten (10) hours, twelve (12) hours, etc.

- E. Employees required to dig or fill in a grave opening on a weekend or holiday, will be paid a minimum of two (2) hours at their Saturday, Sunday, or holiday rate. If the job lasts longer than two (2) hours, the employee will be compensated for actual hours worked.
- F. **Employees working 2nd and 3rd shifts, shall receive a \$.35/hour shift differential for all hours worked. Employees called in for emergency work after completing their shift, shall be entitled to \$.35/hour shift differential for all hours worked from the time they report and 6:00 a.m.**

ARTICLE VI. ANNUAL PAID VACATIONS

- A. All regular full-time employees (excluding seasonal or temporary) shall be granted an annual vacation as follows:

- After 1 year of service.....1 week
- After 2 years of service.....2 weeks
- After 5 years of service.....3 weeks
- After 12 years of service.....4 weeks
- After 15 years of service.....5 weeks
- After 20 years of service.....6 weeks

Employees who have earned more than one (1) week of vacation may elect to take one (1) week of their vacation on a single day vacation schedule. Vacation pay shall be calculated as one-fifty-second (1/52) of the previous years W-2 Form or forty (40) hours whichever is greater.

- B. Vacations must be taken within a twelve (12) month period after the completion of the year in which it is earned and shall not be accumulated from one year to another. Vacation leave shall not be granted in amounts of less than one eight (8) hour day as determined by the Department Head.
- C. All permanent full-time employees (an employee who works thirty (30) hours or more per week) will qualify for an annual vacation.
- D. An employee who has completed six (6) months, excluding vacation pay, will be considered to have earned vacation time.

- E. Vacation time will be computed from January 1 through December 31 of each year and earned vacation will be allowed during the following year.

Example: An employee who hires on July 1, 1985, and works through December 31, 1985, would qualify for one (1) week of vacation during 1986.

- F. The employer shall arrange and designate vacation periods for the employees within the departments according to the needs of the personnel by classification as indicated by department work loads. Employees shall be allowed to select their vacation according to their seniority within each classification. They shall indicate, in the manner required by the employer, their selection prior to the 15th of April of the year in which the vacation shall be used. No employee having selected his vacation according to seniority shall be denied such vacation.

(First Vacation) If an employee does not meet the requirements to qualify for the full vacation benefit, the employee will receive pro-rated vacation benefits equal to 1/12 of one week's pay for each month or major fraction of a month's work from the date of hire through the following January 1. However, when the partial week of vacation earnings is equal to one (1) day or more, the employee may, at his choice, have additional time off without pay not to exceed five (5) working days provided that the additional time off is taken consecutively with the earned vacation time.

This Section also applies to employees who do not meet the requirements to qualify for full vacation benefits after their first January 1. Such employees will receive 1/12 of the vacation benefit as outlined per schedule in Article VI for each month or major fraction of a month's work from January 1 through the following December 31. When a partial week of vacation earnings is equal to one (1) day or more, the employee may, at his choice, have additional time off without pay not to exceed five (5) working days provided that the additional time off is taken consecutively with the earned vacation time.

ARTICLE VII. PAID HOLIDAYS

- A. All regular full-time (excluding seasonal and temporary) employees shall be entitled to the following paid holidays: New Year's Eve, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and the Employee's Birthday.

A.1 The Birthday Holiday may be taken up to five (5) days prior to the actual birthday or it may be scheduled at a later date which is agreeable with both the Employee and the City.

B. When any of the above holidays fall on Sunday, the holiday will normally be observed on the following Monday. When any of the above holidays fall on Saturday, they will be observed on the Friday before. An employee on vacation will be paid the holiday. If it is impracticable or not reasonable in the best interests of serving the public to grant Friday or Monday off (if the holiday falls on Saturday or Sunday), the employee shall have the option of taking the holiday or another day.

C. Employees will be paid one (1) day pay at the basic straight time rate for each of the above legal holidays.

An employee who is called in for emergency duty during a holiday will be paid double time for all hours worked. Emergency call-ins will be for a minimum of one (1) hour.

D. In order to qualify for holiday pay, an employee must work the day before and the day after the holiday. Vacations, excused absences, and sickness accompanied by medical evidence will qualify an employee for holiday pay.

Holiday pay may be granted for absences surrounded by unusual circumstances if the City agrees.

ARTICLE VIII. JURY DUTY PAY

A. The employee will receive full pay while serving on jury duty. Jury duty salary shall be turned over to the City and the employee shall provide the City with a Court provided log of their attendance. The employee is entitled to retain any and all expense allowance paid by the Court. If an employee is not picked to serve jury duty on a given day, he or she must return to work without delay.

ARTICLE IX. FUNERAL LEAVE PAY

A. In order to prevent the loss of income because of a death of a member of an employee's family, an employee may receive up to a total of three (3) days off with pay to a funeral. Only working days to be allowed.

Example: Funeral pay will only be paid on scheduled shifts the employee is absent due to the death of the covered relative. No funeral pay will be allowed after

the day of the funeral unless substantial travel time is involved.

- B. Family includes father, mother, sister, brother, wife, husband, daughter, son, grandparent, grandchild, aunt, uncle, or similar step-relatives and in-laws of employees.
- C. The funeral allowance is paid at the employee's base wage rate for the number of hours in his regular work day.
- D. If an employee is on vacation and it becomes necessary for them to attend the funeral of a relative covered by this Agreement, the employee will receive funeral pay and be entitled to reschedule the number of days vacation that was paid for the funeral.
- E. Should employees desire time off to attend funerals for other than the immediate family, the Department Head will make every effort to accommodate such request at the employee's own expense.

ARTICLE X. LEAVE OF ABSENCE

- A. Seniority and continuous service rights are not broken while an employee is on an approved leave of absence. However, an employee, while on leave of absence, shall not apply for, not be available for, or accept another job, or go into business for himself. If the employee does, this automatically terminates his or her employment.

Leaves of absence will be granted for the following: sickness, personal reasons or military.

Sickness leave will not be granted unless all sick time has been exhausted.

Personal leave will not be granted unless all personal days have been exhausted.

The only exception to these guidelines will be extraordinary circumstances approved by the Mayor.

- B. Union Leave of Absence. The City agrees that members of the Union shall be granted time off without pay in order to take care of local business activities, such as negotiations and settlement of grievances. It is further agreed that members of the local Union be given time off without pay to attend Union activities, such as, conventions, safety conferences, etc. The local Union Steward will be allowed time from his

daily work schedule, with pay, when handling a grievance with the Mayor or Department Head.

- C. Political Leave. It is agreed that employees elected to political office shall be granted a leave of absence during their term of office. Upon two (2) weeks written notification of the employee's desire to return to work, the employee shall return to employment and their seniority in the bargaining unit shall resume on the date of their return and the employee shall be credited with the years of service worked prior to the political leave of absence.

ARTICLE XI. SICK LEAVE POLICY

- A. Sick leave will be earned in the following manner. After an employee has worked one (1) full year, five (5) days sick leave accrues; after two (2) full years, ten (10) days; after three (3) full years, fifteen (15) days; after four (4) full years, twenty (20) days; after five (5) full years, twenty-five (25) days and after six (6) full years, thirty (30) days. Sick leave pay will begin on the first full day an employee is unable to work, providing the employee obtains proof of that illness from a licensed medical physician.

New employees hired after the ratification of this agreement **6/26/03** shall accrue sick leave according to the following schedule:

0-2 years 4 hours per month 6 days per year
3-4 years 8 hours per month 12 days per year
5-6 years 12 hours per month 18 days per year
7-9 years 16 hours per month 24 days per year
10-14 years 20 hours per month 30 days per year

- B. An employee on sick leave shall notify their Department Head each morning by phone to be eligible for sick pay. If an employee is off work more than one consecutive day, he or she must present a doctor's statement before returning to work.
- C. An employee must be off sick or injured to be entitled to receive sick leave pay. No sick leave pay will be allowed when an employee is being paid workers' compensation.
- D. Employees will be allowed to carry over sick leave up to a maximum of sixty (60) days.

Employees who currently have accumulated over sixty

(60) sick days will have those days banked to be used as personal days off with pay.

- E. In addition to the sick days, the City shall provide Short Term Disability Insurance (STDI) for all bargaining unit members. The premium costs of STDI shall be split evenly between the City and the employee. STDI may be supplemented by earned sick leave in hourly increments. An employee drawing STDI payments will be treated as an "active duty" employee and will continue to earn contract benefits.

ARTICLE XII. PERSONAL DAYS

- A. Beginning January 1 of each year, all employees covered by the bargaining unit shall be credited with three (3) personal days to be taken any time during the calendar year.
- B. Beginning January 1 of each year, each employee shall retain their three (3) personal days and receive one (1) additional personal day for each five (5) years of past service. The personal days must be taken in the year they are earned.
- C. All requirements for personal days will be the same as the requirements for vacation pay.

ARTICLE XIII. ILLINOIS MUNICIPAL RETIREMENT FUND

- A. All employees who meet the requirements must participate in the Illinois Municipal Retirement Fund. An employee meeting these requirements cannot be excused from participation. All employees not meeting the requirements as a participating employee will be covered by Social Security.
- B. The general requirements for IMRF participation are as follows. An employee must be employed in a position normally requiring performance of duty for one thousand (1000) hours or more in a twelve month period. The exception would be current grandfathered employees.
- C. There is no minimum age for IMRF participation. Employees hired at age sixty or above are not eligible to participate in IMRF unless service under IMRF goes

back before age sixty. If an employee has had previous service, he is allowed to participate. This includes a person receiving an IMRF pension and returns to work after age sixty.

- D. Employees will not be covered under the IMRF while serving their probationary period. Seasonal or temporary employees will not be covered under the IMRF pension. At the end of the probationary period, the employee will be placed in the IMRF pension fund.

- E. All employees will be governed by the rules of the IMRF. An employee who draws his money from the fund will be considered as terminating his employment with the City. This applies to all employees regardless of circumstances.

ARTICLE XIV. GRIEVANCE PROCEDURE

Grievances shall be processed in the following manner, except that grievances involving discipline and discharge with loss of compensation may be initiated at Step 2. Time limits set forth shall be exclusive of Saturday, Sunday, and holidays and may be extended by mutual agreement.

- Step 1. The aggrieved employee shall present his grievance in writing, with or without his Union Steward, to his foreman within five (5) days of its occurrence or his knowledge of the occurrence. The foreman shall respond in writing within five (5) days.
- Step 2. If the grievance remains unresolved, it shall be presented in writing not later than five (5) days after the foreman's response is received or the last date that due by the Union Grievance Committee to the Department Head. The Department Head shall respond in writing within five (5) days thereafter.
- Step 3. If the grievance remains unresolved, it shall not later than five (5) days after the Department Head's answer is received or last day due, be presented to the Mayor by the Union Grievance Committee and/or the Union Representative. The Mayor shall respond in writing to the Union within five (5) days after receipt of the grievance.
- Step 4. A panel of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Upon receipt of the panel, arrangements will be made by representative of each party to select the arbitrator to hear the dispute. The Arbitrator shall be selected by each party alternately sticking names until one (1) remains. The arbitrator shall submit his answer to both parties, in writing, as soon as he reaches a decision. The arbitrator's decision shall be final and binding on both parties. The decision shall be based solely on the provisions of this Agreement as applied to the facts of the grievance presented. The arbitrator shall have no power or right to amend, modify, nullify, ignore, add to or subtract from this Agreement and shall only consider and make a decision with respect to the specific issue submitted by the City and the Union, and shall have no right or Authority to make a decision on any other issue not submitted. The cost of arbitration shall be borne equally by the parties except that each party shall be

GRIEVANCE PROCEDURE - cont'd

responsible for the cost of its representation and witnesses.

At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further, if in the judgement of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement of the satisfaction of the Executive Board.

It is agreed that the Union shall be furnished with any pertinent information requested for the study and processing of grievances.

ARTICLE XV. SENIORITY LIST

The Union will be provided with a current seniority list upon request. The list will include the employee's name, seniority date, and current job being performed.

When it becomes necessary for the City to place the employees from the bargaining unit's labor pool to known openings that will last for an entire shift, It will be done on the basis of seniority.

Job descriptions will be available for each job and will be available for review upon request.

ARTICLE XVI. INSURANCE

A. The City shall pay the entire cost for employee insurance coverage for the term of the contract.

The City shall contribute \$950.00 per month toward the cost of family or dependent coverage for the term of the contract.

- B. The City will maintain an employees' medical insurance while an employee is off work due to a work-related injury or illness.
- C. Employees that are laid-off will have insurance for the remainder of the month in which they are laid-off and one (1) month after they are laid-off.
- D. The Employer and Union agree to establish a joint city-wide labor-management insurance search committee. The insurance search committee shall meet periodically during the year to review health insurance costs and related issues. Beginning in July of each year, the insurance committee shall meet to review insurance plans and seek bids for insurance, if necessary. The Insurance Committee shall make recommendations regarding adoption of alternative health insurance plans.

ARTICLE XVII. GUARANTEE OF TERMS

The Employer agrees that this Agreement shall be immediately sent to its legislative body for ratification and adopted in ordinance form. Such action by the legislative body shall commit the Municipality to enact no subsequent ordinance, executive order or rules having the force and effect of law which would impair the binding of or make unenforceable the terms of this Agreement.

MISCELLANEOUS

- 1. It shall be a violation of the contract for any person to perform community service work when bargaining unit employees are laid off or working reduced hours without first offering this work to bargaining unit employees who are on layoff or working less than 40 hours per week.
- 2. The City shall not hold any conference or interview with an employee who is being interviewed in connection with imposition of discipline or the issuance of a warning which is to be entered in the employee's record (provided such interview or conference goes beyond the announcement of the disciplinary action or the delivery of the warning), unless the city shall have advised the employee of his right to be represented at such occasion by a Union representative of his choice and shall afford the employee, if he or the Union Representative request, the opportunity to consult privately with such Representative before the commencement of the meeting.

No letters or notations of warning or of disciplinary action shall be entered in any employee's personnel record unless

the City first advises the employee of its intent to enter such writing in his record and affords him an opportunity to read such material. Upon reasonable notice, an employee shall be afforded an opportunity to read and obtain copies of any material in the employee's personnel record or file concerning verbal or written warnings or disciplinary action affecting such employee or any other material in the employees personnel file relevant to a pending grievance which is brought on behalf of such employee.

3. Should any portion of this Contract be in violation of any State or Federal law, such portion of the Contract will be invalid. The invalidation of such parts or portions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect during the life of such Agreement. Both parties agree to meet within thirty (30) days to renegotiate that portion found to be invalid to comply with the law.
4. The parties recognize the Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities. Accordingly, the Company and the Union agree to cooperate fully in compliance with ADA regulations.
5. OVERTIME EQUALIZATION AGREEMENT. Overtime will be equalized as uniformly and fairly as possible. However, this does not obligate the City to create overtime to correct imbalances. It will be the employee's obligation to notify Management when a problem arises within this provision.

A voluntary overtime sheet will be posted. When an employee wants to be considered for overtime, the employee will sign the overtime sheet and give a phone number where he or she can be reached.

Any employee not signing the overtime sheet will not be considered. Should said employee elect to sign the overtime sheet at a later date, said employee will be charged with any and all overtime hours worked by the employees who have chosen to work overtime prior to said employee electing to sign the overtime sheet.

Overtime will be rotated among the employees who have signed the overtime sheet. If an employee lacks the necessary skills to perform the jobs requiring overtime, reasonable efforts will be made to train that employee for future overtime.

The City will maintain records of all overtime worked by each individual and maintain copies of the sign up sheets to insure compliance with the Overtime Agreement.

In order to help administer equalization of overtime, the city agrees to post weekly overtime assignments for review.

6. COMPENSATORY TIME. It shall be the employee's choice to be paid overtime or receive compensatory time for extra hours worked beyond eight (8) hours in one day, forty (40) hours in one week, Saturday, Sunday, or holidays.
7. SICK LEAVE PAY UPON TERMINATION OF EMPLOYMENT. When an employee terminates their employment with the City they will be reimburse for on-half (1/2) of their unused sick pay.
8. **The City will pay each employee a \$225.00 clothing allowance the first (1st) pay period in December each year of the agreement.**
9. Safety equipment, specialized clothing for foul weather such as rain gear, hip boots, rubber boots, rubber gloves, safety glasses, ear plugs, etc. will be furnished by the City.
10. The City agrees to pay all cost associated with obtaining a CDL license if required by the City to perform his or her job.
11. The City will credit the negotiating committee with comp time for all hours spent during contract negotiations.
12. There shall be no requirement for bargaining members to live win the city limits.

Safety Committee

The City and Union shall appoint a safety committee consisting of three (3) union members and two (2) salaried persons.

Separation Pay

The City shall give a notice of job positions being permanently eliminated at least three (3) months prior to the job(s) being discontinued. In the event such notice is not given, affected full-time employees represented by the bargaining agreement will be paid 40 hours pay at their rate of pay for each week prior to the notice of such closing date notice given by the City.

In the event of position(s) being discontinued, the effected employees who are on the active payroll at the time of elimination will be entitled to four (4) weeks pay for each year of service provided:

- a. The effected employee(s) does not have enough seniority to bump another employee with less seniority which they may be entitled to bump under the provisions of this contract

agreement.

- b. Does not refuse other employment positions that may be available with the City at the time the jobs are eliminated.

AGREEMENT

This agreement entered into by the City of Beardstown Illinois herein referred to as the Employer, or the City and District Local 431 of the United Food & Commercial Workers International Union AFL-CIO & CLC herein referred to as Union.

This agreement will commence on May 1, 2009, and will run through April 30, 2012.

The City and the Union agree to all terms of this agreement and both parties agree that this agreement will remain in effect until a new agreement is duly executed and signed by both parties.

The Union agrees that it will not, during the life of this Agreement, support any strike action against the Employer.

The Employer agrees that it will not LOCKOUT employees covered by the terms of this agreement.

SIGNED AT BEARDSTOWN, ILLINOIS THIS _____ DAY OF _____ 2009.

FOR THE CITY OF
BEARDSTOWN, ILLINOIS

FOR THE UNITED FOOD & COMMERCIAL
WORKERS DISTRICT LOCAL 431

Robert Walters
Mayor

Denny Wubker
Secretary-Treasurer

Leslie Harris
Alderwoman

Terry Watkins
Chief Steward

J.D. Grafford
Alderman

Heidi Brown
Clerks

Katie Vitale
Alderwoman

Lisa Bresnahan
Dispatchers

Appendix A
Alternate Work Schedule

Both UFCW Local 431 members and the City of Beardstown, understand the four day-10 hour work shifts are on a trial basis and may be ended at anytime provided a seven day written notice to terminate the work shifts is given by Local 431 or the City of Beardstown.

Employees choosing Shift (a) regular work schedule, will work Monday through Thursday of each week. Scheduled days off will be Friday, Saturday, and Sunday.

Employees choosing shift (b) regular work schedule will work Tuesday through Friday of each week. Scheduled days off will be Saturday, Sunday, and Monday.

Management may approve and implement an eight-hour five-day work schedule for employees on an individual case-by-case basis to accommodate valid operational needs.

Pay for Overtime Hours and Miscellaneous days

Hours of work over 10 hours in any single regular scheduled work day and hours over 40 in a regular scheduled shift work week, shall be paid at 1 ½ times the employee's regular rate of pay.

When employees are working on the alternative four ten hour shift schedule, it is agreed that employees working seven (7) consecutive shifts will be paid according to the following schedule provided they have worked all scheduled hours during their first four (4) shifts.

A-Shift

Monday straight time
Tuesday straight time
Wednesday straight time
Thursday straight time
Friday 1 ½
Saturday 1 ½ time
Sunday 2 time

B-Shift

Tuesday straight time
Wednesday straight time
Thursday straight time
Friday straight time
Saturday 1 ½
Sunday 2 x
Monday 1 1/2

Call back after each shift (10 hours) pay will be paid at time and one-half. Callbacks on Sunday will be double time.

Employees scheduled to work 10-hour shifts and taking leave, shall receive 10 hours sick time or vacation time for each leave day taken.

Employees working 10 hour shifts, will be granted a 15 minute break after 8 hours.

There shall be no pyramiding of overtime.

Holiday Pay

Employees whose shift is scheduled to work on a scheduled Holiday, will receive 10 hours pay for the Holiday. Employees who are not scheduled to work on a Holiday, shall receive eight hours pay for the Holiday.

Employees who are recalled to work on a scheduled Holiday, shall be paid at double time for all hours worked in addition to the holiday pay.

In the event the four day-10 hours shifts are terminated, employees will return to the normal 5 day eight hour shift and contractual language covering those conditions.

Union and Management recognize implementing this new work schedule may create unforeseen circumstances and pledge to work together to resolve those issues as quickly as possible.