

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2808

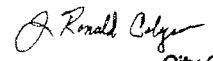
AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS, AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL (USW) WITH REGARD TO THE FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE CITY OF COLUMBIA, ILLINOIS' PUBLIC WORKS DEPARTMENT FOR THE PERIOD FROM MAY 1, 2009 THROUGH APRIL 30, 2012

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 20th day of September, 2010**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 20th day
of September, 2010**

SEP 20 2010

ORDINANCE NO. 2808


City Clerk

AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS, AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL (USW) WITH REGARD TO THE FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE CITY OF COLUMBIA, ILLINOIS' PUBLIC WORKS DEPARTMENT FOR THE PERIOD FROM MAY 1, 2009 THROUGH APRIL 30, 2012

WHEREAS, it is necessary and appropriate that the City of Columbia, Illinois (the "City") make and enter into a Collective Bargaining Agreement (the "Agreement") with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International (USW) (the "Union") as the exclusive collective bargaining agent representing all full-time and regular part-time employees (defined as those employees regularly working more than thirty (30) hours but less than forty (40) hours per week) in the City's Department of Public Works, excluding office clerical and professional employees, managerial and confidential employees, supervisors and other excluded individuals as defined in the Illinois Public Labor Relations Act and all other employees of the City, (the "DOPW Employees") for a three (3) year term commencing May 1, 2009 and ending April 30, 2012;

WHEREAS, the Illinois Municipal Code gives municipalities the power to enter into contractual agreements (65 ILCS 5/2-2-12), and effective July 1, 1984, the Illinois Public Labor Relations Act (5 ILCS 315/1, et seq.) authorized Collective Bargaining Rights for Public Employees;

WHEREAS, in addition to having the statutory authority to contract for particular purposes, the City Council of the City must authorize City contracts, and contracting is a legislative function which can only be undertaken directly by the City Council, or indirectly through the City Council enacting an ordinance or resolution appointing and delegating to a duly designated representative of the City the authority to enter into a contractual agreement on behalf of the City; and

WHEREAS, the City Council has found and determined and does hereby declare that it is necessary and appropriate that the City enter into an Agreement with the Union with regard to the DOPW Employees, said Agreement to be for a three (3) year term to commence May 1, 2009 and terminate April 30, 2012.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, hereby approves of the form of the Agreement between the City of Columbia, Illinois, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International (USW), representing the DOPW Employees, for a three (3) year term beginning May 1, 2009 and ending April 30, 2012, a copy of which is attached hereto and made a part hereof; and the City Council does hereby authorize and direct the Mayor to enter into said Agreement, for and on behalf of the City, in as many counterparts as said Mayor and the Union shall determine, and to sign and deliver the same for and on behalf of the City, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law; furthermore, pursuant to its terms said Agreement is to take effect on May 1, 2009, which is the date the prior collective bargaining agreement between the City and the Union (on behalf of the DOPW Employees) expired.

Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Stumpf, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Hejna, Oberkfell, Stumpf
and Roessler.

NAYS: None.

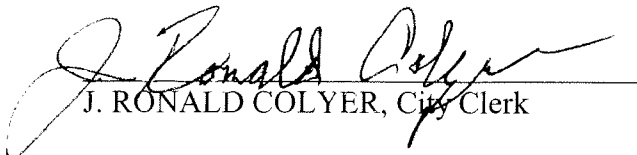
ABSENT: None.

ABSTENTIONS: Row.

PASSED by the City Council and APPROVED by the Mayor this 20th day of September, 2010.


KEVIN B. HUTCHINSON, Mayor

ATTEST:


J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

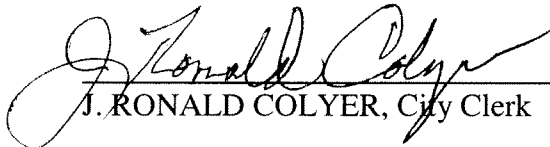
I further certify that on the 20th day of September, 2010, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2808 entitled:

“AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS, AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL (USW) WITH REGARD TO THE FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE CITY OF COLUMBIA, ILLINOIS’ PUBLIC WORKS DEPARTMENT FOR THE PERIOD FROM MAY 1, 2009 THROUGH APRIL 30, 2012”

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2808, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on September 21, 2010 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 20th day of September, 2010.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

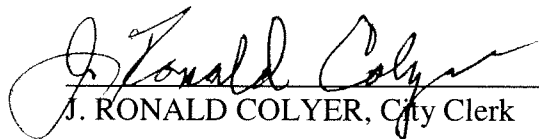
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2808, entitled:

“AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS, AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL (USW) WITH REGARD TO THE FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE CITY OF COLUMBIA, ILLINOIS’ PUBLIC WORKS DEPARTMENT FOR THE PERIOD FROM MAY 1, 2009 THROUGH APRIL 30, 2012”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 20th day of September 2010.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 20th day of September, 2010.



J. RONALD COLYER, City Clerk

(SEAL)

AGREEMENT
BETWEEN
CITY OF COLUMBIA
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL (USW)

May 1, 2009 -- April 30, 2012

AGREEMENT

This Agreement entered into as of the 1st day of May 2009, by and between the CITY OF COLUMBIA, ILLINOIS ("City") and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL (USW)("Union").

ARTICLE I

RECOGNITION

Section 1.1. The City recognizes the Union as the sole and exclusive collective bargaining agency in respect to wages, hours, and other working conditions, for all full-time and regular part-time employees (defined as those employees regularly working more than thirty (30) hours but less than forty (40) hours per week) in the Public Works Department employed with the City, excluding office clerical and professional employees, managerial and confidential employees, supervisors and other excluded individuals as defined in the Illinois Public Labor Relations Act ("Act") and all other employees of the City.

ARTICLE II

UNION SECURITY

Section 2.1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Article 1.1., thirty-one (31) days after the start of their employment with the City or the effective date of this Agreement, whichever is later, shall become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members. However, any employee who chooses not to become a member of the Union must pay their fair share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. The Union shall certify to the City the amount constituting the fair share. An employee, whose religious tenets or teachings of his/her church or religious body prohibit payment of his/her fair share to the Union, shall pay the fair share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and Union cannot agree on the organization, the payment will be made to an organization on the Illinois State Labor Relations Board's list of approved charitable organizations.

Section 2.2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly

dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

ARTICLE III

CHECKOFF

Section 3.1.

(a) During the life of this Agreement, the City agrees to deduct Union periodic monthly membership dues and initiation fees, or fair share equivalent to the Union's periodic monthly member dues, from the pay of each employee who voluntarily executes and files with the City a proper checkoff authorization form.

(b) A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation and/or fair share equivalent are to be deducted hereunder shall be delivered to the City before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization that lacks the employee's signature will be returned to the Union by the City.

(c) Deductions for dues, initiation and/or fair share equivalent for any calendar month shall be made from each pay period of that month, provided the employee has sufficient net earnings to cover the dues, service fee equivalent, and/or initiation fee. In the event an employee is absent from work during a pay period, such deduction shall be made from the first period of the following month together with the deduction for the current month to the designated financial officer of the Union not later than the twenty-fifth (25th) day of the following month.

(d) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refund to the employees will be made by the Union.

(e) The Union shall notify the City in writing of the proper amount of dues, initiation and fair share equivalent and any subsequent changes in such amounts. The City agrees to furnish the designated financial officer, or the Union, a monthly record of those employees for whom deductions have been made, together with the amount deducted.

(f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(g) The City shall not be responsible for Union dues or fair share equivalent after an employee's employment relationship with the City has ended. The procedure for

deducting Union dues and/or fair share equivalent to take into periods of absence due to layoff or leaves shall be governed by the provisions of the Union's Constitution and By-Laws.

(h) The City shall not be liable to the Union, its members or the employees it represents, once such sums have been remitted to the Union and further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

(i) All dues, initiation fees and fair share equivalent deducted shall be sent to the International Treasurer of the United Steelworkers of America, AFL-CIO-CLC, at P.O. Box 98517, Chicago, Illinois 60693.

(j) The Union agrees to hold the City harmless for any and all claims arising out of its agreement to deduct dues, the fair share equivalent, or initiation fees, and to indemnify and defend the City against any and all claims, demands, suits, or other forms of liability that may arise out of or by reasons of action taken or not taken by the City pursuant to this Article.

ARTICLE IV

MANAGEMENT RIGHTS

Section 4.1. The City shall have the exclusive responsibility and discretion in the selection and direction of the working force, including but not limited to, the right to promote, demote, transfer, hire, assign, schedule, direct, discipline and discharge for just cause; to establish reasonable rules, policies, and regulations for the operation of the Department and conduct of employees and enforcement thereof; to introduce new working methods, machines, tools, operations and facilities and change or abandon same; to have persons other than employees perform work at the discretion of the City; to plan, direct, expand, reduce, discontinue and control operation of the Department; and, when deemed necessary by the City, to implement an applicant and employee drug testing program, provided the City shall first discuss same with the Union.

Section 4.2. Any of the management rights, powers, functions or authorities which the City had prior to the signing of this Agreement with the Union are retained by the City, except as to those rights, powers, functions or authorities which are expressly and specifically modified herein.

Section 4.3. The Union recognizes the right of the City to subcontract work to meet operational needs. The City agrees that employees will not be laid off as a result of the City's decision to subcontract for services. The City may subcontract work while employees are on layoff if, in the City's discretion, it does not have the necessary equipment or ability to perform the work, or if time constraints require it, or if unit employees are performing other work or do not have sufficient time or availability.

ARTICLE V

NO STRIKE - NO LOCKOUT

Section 5.1. The Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike or action slow-down, sit-in or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties. This shall prohibit such action against the City in support of any Union, including the United Steelworkers Union, or any dispute. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in any picketing or handbilling of the City's buildings, offices, or premises, or any elected or appointed City official's or representative's residence, place of employment or business for any reason whatsoever. The Union shall have an affirmative duty to denounce any conduct in violation of this Section and to instruct employees to cease such conduct. The City retains the right to discipline up to and including discharge, in its sole discretion, any employee engaging in such conduct.

Section 5.2. Any employee who violates the provisions of 5.1 shall be subject to discipline by the City, up to and including discharge. Any appeal to the Grievance and Arbitration Procedure regarding discipline imposed for a violation of 5.1 shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited in 5.1.

Section 5.3. During the life of this Agreement, the City, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by 5.1, agrees to not lockout any employees covered by this Agreement.

ARTICLE VI

SENIORITY

Section 6.1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the City of Columbia, Illinois, in any position within the unit or in a management position since his/her last date of hire by the City. If the employee leaves the unit and takes a non-unit position, other than in management, his/her seniority date for purposes of the unit shall be frozen if and until he/she returns to the unit. An employee's "last date of hire" shall be the most recent date upon which he/she first commenced employment by the City. Employees who commence work on the same date shall be placed on the seniority list in accordance to their drawing a number. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 6.2. Probationary Period. All new Bargaining Unit employees shall be considered probationary employees during the first ninety (90) days of hire, after which time their seniority shall relate back to their last date of hire within the Department. Until an

employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated, or discharged, at the City's discretion, without recourse to the Grievance and Arbitration Procedure. There shall be no seniority among probationary employees. Probationary employees shall not receive any benefits provided in this Agreement unless specifically stated herein. Probationary employees may be hired at 75% of the regular rate for their position, and shall progress to the full rate after 90 days (or before, if determined by management).

Section 6.3. Loss of Seniority. An employee's seniority and his/her employment relationship with the City shall terminate for any of the following reasons:

- (a) If resigns, quits, or retires;
- (b) If discharged for just cause, which shall include, but not be limited to, the following:
 - 1. falsification of records;
 - 2. sabotage;
 - 3. possession of weapon or explosive;
 - 4. fighting;
 - 5. sleeping on the job;
 - 6. possession, use, distribution or being under the influence of illegal drugs or alcohol during the workday or on City property;
 - 7. insubordination;
 - 8. destruction of property of others;
 - 9. refusal to perform a job assignment or walking off the job;
 - 10. misappropriation of property of the City, suppliers, fellow employees or others; and/or
 - 11. punching another Employee's time card.
- (c) If has been on layoff status for a period of eighteen (18) months;
- (d) If is absent from work for three (3) consecutive working days without valid excuse;
- (e) If fails to return on the required date from a leave of absence or disciplinary suspension;

(f) If makes a willful false statement on his/her employment application, on an application for leave of absence, or on any other City report;

(g) If fails to report for work within one (1) week following notification of recall from layoff sent by Certified Mail, Return Receipt Requested, to his/her last known address;

(h) If has been on sick leave for a period of twenty-four (24) months; and/or

(i) An employee will not accrue seniority during unpaid personal leave of absence.

Section 6.4. Gender Disclaimer. The use of masculine or feminine gender titles in this Agreement shall be construed to include both genders and not as sex limitations.

Section 6.5. Non-Discrimination. There shall be no discrimination against any employee regarding terms or conditions of employment because of race, color, religion, national origin, ancestry, age, sex, marital status, handicap or disability, unfavorable discharge from military service, status as a Vietnam-era or special disabled veteran, union membership, or citizenship, in accordance with applicable law.

ARTICLE VII

LAYOFF AND RECALL

Section 7.1. Layoffs. In the event the workforce is reduced, the first employees to be laid off shall be probationary employees. Thereafter, further reduction in the workforce shall be on the basis of inverse seniority, however, the City may retain less senior employees when the City determines that those less senior employees have the necessary training, skills, experience or ability to perform the remaining work, provided that such determination is not based on arbitrary factors.

Section 7.2. Recall. Recall to work shall be in the inverse order of layoff, however, the City may recall employees less senior than those remaining on layoff when the City determines that those less senior employees have the necessary training, skills, experience or ability to perform the work, provided that such determination is not based on arbitrary factors.

Section 7.3. Notification. A bargaining unit employee, upon being laid off through a reduction in force, shall receive a three (3) day notice of separation, or shall be paid for three (3) days following the notice of lay-off. The day of receipt of the notice shall count as the first day. Employees thus separated from service are eligible for re-employment.

ARTICLE VIII

HOURS OF WORK, WORKWEEK, AND OVERTIME

Section 8.1. Normal Work Period - Workday. A full-time employee's normal workweek shall consist of forty (40) hours of work performed in a period of five (5) consecutive calendar days, normally beginning at 8:00 a.m. and ending at 4:30 p.m. Monday through Friday from the day after Labor Day of each year through the day before Memorial Day of the following year; summer hours will normally begin at 7:00 a.m. and end at 3:30 p.m. Monday through Friday from Memorial Day to Labor Day of each year. Summer hours may be adjusted to meet operational needs or to restore water service. The normal workday shall consist of eight (8) hours of work performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift. Part-time employees shall work schedules as assigned. These definitions shall not constitute a guarantee by the City of any number of hours per workday or workweek, or a limitation on the City's right to schedule and require work in excess of or different from the normal workday, normal work period, or workweek.

Section 8.2. Scheduling. The City shall have the right to freely determine, establish, and modify scheduling and manpower requirements, including but not limited to, the number of shifts, the starting and quitting times for all shifts, and the manpower requirements for each shift, provided however, at least sixteen (16) hours is scheduled between the end of one regularly scheduled shift and the start of another regularly scheduled shift.

Section 8.3. Overtime. All employees shall be required to work reasonable amounts of overtime upon request. Overtime, other than that of an emergency nature, must have the prior approval of employee's supervisor or his/her designated representative.

Except as provided below, seniority will be the governing factor for filling overtime provided the employee has the necessary training, skills, experience and ability to perform the work, as determined by the City, provided that such determination is not based on arbitrary factors.

Should an emergency situation occur the overtime procedure can be waived without penalty. An emergency as defined under this Section is cases of imminent danger to citizens or property of the City.

Overtime assignments relating to shift extensions shall be determined by the City.

However, no employees shall be required to work more than sixteen (16) consecutive hours as long as other employees are available to work; excluding employees who may have worked for sixteen (16) consecutive hours, employees can be required to work overtime starting with the least senior employee, then the second least senior employee, then the third least senior employee, and continuing in that pattern based on each worker's seniority. There shall be no pyramiding of overtime, such that no more than one overtime rate shall be applied to the same hour(s) for which hour(s) a pay rate greater than the employee's regular straight-time pay rate is

appropriate.

All call-outs during off-duty hours shall be paid at the rate of time and one-half (1-1/2) with a guaranteed minimum of three (3) hours pay. Once an employee is called out, that employee shall remain available for three (3) hours; a single call-out is valid for three (3) hours.

Call-outs shall be on a sub-departmental basis (i.e., water, sewer, and streets/parks) for first responder call-outs and the order of call-outs shall be as follows: first the foreman, or in the absence of the foreman, the foreman's replacement; and then the next senior sub-departmental employee. The next call-out shall be by seniority within the Department.

Section 8.4. Premium Pay.

(a) Premium Pay. Time and one-half (1-1/2) an employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek. All hours worked on Sunday shall be paid at one and one-half (1-1/2) times the employee's average rate of pay.

(b) Straight Time Regular Rate of Pay. An employee's straight time regular rate of pay shall be determined by dividing his/her annual salary by 2,080 hours.

(c) Hours Actually Worked. Vacation, Sick Leave, Holidays, and other paid Leaves shall count as "hours actually worked" for purposes of determining an employee's eligibility for Premium Pay.

Section 8.5. Voting on Election Day. The City shall adhere to the Illinois Revised State Statute for voting on election days.

Section 8.6. Compensatory Time. In lieu of overtime pay, the City will grant compensatory time off on a time and one-half basis subject to the request of the employee. "Compensatory time" and "compensatory time off" are defined as hours when an employee is not working and that are paid for at the employee's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid. The maximum compensatory time which may be accrued by an affected employee shall be eighty (80) hours. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work. An employee shall use accrued compensatory time upon mutual agreement with management. Upon retirement, no payment shall be allowed for unused compensatory time. Compensatory time shall be used in periods of not less than one (1) hour.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

(a) An employee shall be allowed a leave of absence from duties due to the

employee's sickness or accident, without deduction from regular compensation, up to eighty (80) hours per fiscal year of the City, May through April. An employee may accumulate up to, but not more than, 320 hours in addition to hours previously credited.

(b) Sick leave pay shall run from fiscal year to fiscal year.

(c) An employee returning from sick leave may be required to furnish the City a release from a physician prior to commencing work. The City reserves the right to require the employee, at City expense, to be examined by the City's doctor prior to returning to work.

(d) An employee who uses all sick leave will have the right to revert to his/her Pension Plan for compensation for hours missed, after all other means have been exhausted.

(e) Vacation benefits will continue to accrue during periods of service-connected disability and/or sick leave.

(f) An employee absent because of illness must phone the City at least ten (10) minutes prior to the employee's scheduled starting time. The call is to be made to the employee's foreman or to the sick leave phone number posted on the employee bulletin board.

(g) Use of Sick Leave at Retirement.

1. For all sick leave accumulated before May 1, 1993, an employee may elect to use it during the period immediately preceding the employee's retirement at the employee's hourly rate then in effect or receive a lump sum payment for accumulated sick leave which shall be calculated at the employee's hourly rate then in effect.

2. For all sick leave accumulated after the May 1, 1993 up to a maximum of 240 hours, an employee may elect to use it during the period immediately preceding the employee's retirement at the employee's hourly rate that was in effect from time to time as each day of such leave was accumulated, or to receive a lump sum payment for accumulated sick leave calculated in the same manner.

Section 9.2. Family and Medical Leave.

The City shall provide family and medical leave in accordance with the Family and Medical Leave Act of 1993, and any amendments thereto.

Section 9.3. Injury Leave.

(a) Injury leave may be granted when an employee sustains an injury arising out of, or in the course of the performance of his/her job.

(b) Employees injured while in the performance of their duties are entitled to benefits under the Workmen's Compensation Act. In order to receive these benefits, the injured employee is required to report the injury, without delay, to his/her immediate supervisor and file a Report of Injury through the City Clerk's Office for Workmen's Compensation benefits. In addition, the injured employee may be entitled to his/her respective pension disability benefit.

(c) The difference between the disability payments from all sources and the regular monthly salary rate, less excludable tax for federal income tax purposes, will be paid by the City. To receive payments from the City, an employee will be required to take full advantage of every disability benefit available to him/her. An injury period not to exceed six (6) months shall be covered by this provision.

Section 9.4. Unpaid Personal Leave.

An unpaid leave of absence for a period not longer than sixty (60) days may be granted to employees covered by this Agreement. Requests for such leave must be submitted in writing to the Director of Public Works, or in his/her absence, to the City Administrator for prior approval at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave request shall be furnished to the employee in writing by the City. Employees returning from such leave must provide at least five (5) days advance notification to the Director of Public Works, or in his/her absence, to the City Administrator.

If the Director of Public Works or the City Administrator terminates a leave granted under this Section, the employee shall be notified by Certified Mail, Receipt Requested, and must thereafter return to work within five (5) days unless other arrangements are made with the City.

Section 9.5. Military Leave.

(a) An employee who is inducted into or enlists in the Armed Forces of the United States, or who performs active or inactive duty with the Armed Forces while a member of a Reserve component, will be granted a Military Leave of absence. An employee whose period of active service exceeds two (2) weeks will not receive his/her salary during military leave. A reservist employee, who is granted a leave of absence not exceeding two (2) weeks to perform active duty for training, will receive his/her regular salary for the period of active duty less the amount of his/her regular salary for the period of active duty less the amount of his/her military pay, provided he/she has completed one (1) year of service with the City. Such military leave not exceeding two (2) weeks will be granted in addition to the employee's regular vacation; and, if the employee elects to

take his/her vacation and military leave of absence at the same time, he/she will receive his/her vacation pay, and if eligible, his/her regular salary less the amount of the military pay. The Veterans Re-Employment Act entitles reservists to the same treatment afforded other employees, but not preferential treatment.

(b) Members of the National Guard will also be paid when ordered to active duty for a period not exceeding two (2) weeks. Likewise, such call-ups will not be charged against the employee's vacation leave.

(c) A copy of orders shall be submitted to the Personnel Committee prior to departure and a verification of duty from his/her commanding officer upon his/her return.

(d) Military leave of this nature shall apply to full-time, permanent employees.

Section 9.6. Allowance for Jury or Witness Service.

An employee who is called for jury service or subpoenaed as a witness, shall be excused from work for the days on which he/she serves. Service, as used herein, includes required reporting for jury or witness duty when summoned; whether or not he/she is used. Such employees shall receive, for each such day of service in which he/she otherwise would have worked, the difference between the payment he/she receives for such service and the amount calculated by the City in accordance with the following formula: such pay shall be based on the number of days such employee would have worked had he/she not been performing such service (plus any holiday in such period which he/she would not have worked) and the pay for each such day shall be eight (8) times his/her average straight-time hourly rate of earnings during the last payroll period worked prior to such service. The employee will present proof that he/she did serve, or report as a juror, or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore.

Section 9.7. Funeral Pay.

(a) When death occurs to an employee's legal spouse, mother, father, brother, sister, child (including step, adopted, and grandchildren), an employee upon request, will be excused and paid for up to a maximum of three (3) scheduled shifts, one (1) scheduled shift for grandparents, mother-in-law, father-in-law, brother-in-law or sister-in-law, commencing the day of the death and ending the day of the funeral, provided however, that it is established that the employee attended the funeral or memorial service. If additional time is desired, the employee will be granted leave of absence or time lost may be applied as vacation time or personal days.

(b) Employees shall be paid for each day lost from work under the terms of this Article as eight (8) times the employee's standard hourly rate; an employee will not receive funeral pay when it duplicates pay received from time not worked for any other reason.

ARTICLE X

HOLIDAYS

Section 10.1. The following days shall be considered as Holidays:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day - July 4th

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

Employee's Birthday

Section 10.2. It shall be understood that the holiday shall be from midnight to the midnight immediately following.

Section 10.3. All hours worked on a Holiday shall be paid at one and one-half (1-1/2) times the employee's rate of pay.

Section 10.4. All employees will receive eight (8) hours pay at his/her straight-time hourly earnings for the holidays specified in Section 10.1.

Section 10.5. A holiday, if paid, will count as a day worked for computing overtime.

ARTICLE XI

VACATIONS

Section 11.1. Eligibility. All full-time and regular part-time employees of the City

(based on total service with the City), who have been employed for at least one (1) full year from their anniversary date, shall become eligible for vacation as indicated by the following table:

SENIORITY	HOURS PAY (PRORATA) FOR REGULAR PART-TIME EMPLOYEES	WORK TIME OFF
Having completed 1 year	1 week - 40 hours	5 days
Having completed 2 years	2 weeks - 80 hours	10 days
Having completed 6 years	3 weeks - 120 hours	15 days
Having completed 11 years	4 weeks - 160 hours	20 days
Having completed 19 years	5 weeks - 200 hours	25 days

Section 11.2. Probationary employees will accrue vacation benefits for later use pending the completion of their probationary period.

Section 11.3. Vacation Scheduling. Vacation will, so far as practicable, be granted at times most desired by employees; employees with greater seniority will be given preference as to choice as long as such time off does not unreasonably interfere with the efficient operation of the Department.

Section 11.4. Vacation Pay. Employees assigned vacation under this Section will be paid their vacation based on their current hourly rate of pay, and any interim wage increase that may be in effect at the time of vacation.

Section 11.5. Employees will receive vacation pay on their regular payday.

Section 11.6. Unused vacation will be paid, if the employee desires, at the time of his/her retirement, termination, or in the event of employee's death to his/her heirs.

Section 11.7. In the event a holiday falls during an employee's vacation, the employee shall receive eight (8) hours at his/her straight time hourly rate for such holiday in addition to employee's vacation pay, or if he/she chooses, an additional day off.

Section 11.8. Accumulation of Vacation. Employees are not permitted to accumulate unused vacation beyond the calendar year following the calendar year in which it was earned; except that failure of the City to approve the assignment of the same, based upon the needs of the City for the employee's services, employee shall be entitled to accumulate a like number of days of vacation to be taken the succeeding calendar year or as soon thereafter as practicable.

Section 11.9. Employees required to report for work while on vacation will receive time and one-half for all hours worked in addition to their vacation pay.

Section 11.10. Employees will be allowed to take vacations a day or days at a time; additionally, vacation may be taken in four (4) hour increments – either the first four (4) hours of a normal

workday, or the last four (4) hours of a normal workday.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement, or the Union, concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Section 12.2. Grievance Procedure. Should a difference or dispute arise as to the meaning, interpretation or application of any provision of this Agreement during its term, such differences shall be settled in the following manner:

Step 1. Verbal Procedure. The aggrieved employee shall speak to his/her immediate supervisor in an effort to resolve the issue. (In the case of a discharge, the employee is not required to go through Step 1, but may proceed directly to Step 2.)

Step 2. Written Grievance. If no resolution is reached in Step 1, the steward must submit the grievance in writing to the Director of Public Works, or in his/her absence, to one (1) of the following City Officials (in the order stated): the City Administrator, or the Mayor, or the Chair of the City Council's Personnel Committee, within five (5) working days after the events giving rise to the grievance, or after the date the employee first reasonably should have known of these events, whichever is later. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested; and be signed by the employee(s) affected. The proper City Official shall place his/her written answer on the grievance form within five (5) working days of the filing date and return it to the Union steward. Any grievance which does not meet the criteria stated above, or does not meet the time limits, shall not constitute a valid grievance, and no arbitrator shall have authority to hear it or render a decision or award on such grievance. The City may also file a grievance by following the procedures set out herein by delivering the written grievance to the Union steward.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the written grievance to the City Council within five (5) days after receipt of the Step 2 answer. The appeal shall be in writing. Within fifteen (15) days after the grievance has been appealed, a meeting shall be held among the International Staff Representative of the Union, steward, grievant, and the City Council or its designated representative(s). Either party may have anyone present they so desire as witnesses. If the meeting cannot occur within the fifteen (15) day period, it shall be scheduled for a date mutually convenient to the parties. The City Council shall give the Union its written answer to the grievance within fifteen (15) days following the Step 3 meeting.

Failing a satisfactory settlement of the matter at Step 3 as provided herein, the Union may within fifteen (15) calendar days of receiving the City's answer at Step 3, notify the City that the Union intends to submit the dispute to arbitration.

Step 4. The parties will first attempt to select an arbitrator by mutual agreement within fifteen (15) days following Step 3. In the event the parties cannot agree on an arbitrator, the parties shall jointly request the Director of the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which an arbitrator shall be selected by the parties. The Union and the City shall alternately strike two (2) names and the remaining individual, whose name has not been stricken, shall be the arbitrator. The party requesting the arbitration shall strike the first name.

Section 12.3. The decision(s) of the arbitrator shall be final and binding. Such decision(s) shall be limited to the interpretation and application of the provisions of this contract, and the arbitrator shall not have the authority to modify or amend the provisions of this contract, or so alter or overrule the degree of discipline or discharge given an employee, except to return the employee to the status quo ante when the arbitrator finds the City's decision was arbitrary or without just cause.

Section 12.4. The expense of the arbitrator shall be borne equally by the City and the Union; each party shall bear its own expenses.

Section 12.5. The City agrees to allow and to pay for all reasonable time lost by an employee or steward during their regularly scheduled hours while processing a grievance in Step 1 or Step 2. The City agrees to allow employee(s) time off from work, at no expense to the City, to attend other steps of the grievance procedure including arbitration, negotiations, and other legitimate union business, providing time off does not interfere with the operations of the Department.

Section 12.6. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on, or attached to, each copy of the written grievance and signed by the representatives involved.

Section 12.7. "Days" as referred to throughout this Article shall be calendar days and shall not include Saturdays, Sundays or the holidays recognized in this Agreement. A grievance not presented or appealed by the Union within the applicable time limits shall be held to be settled in favor of the City. Failure of the City to answer within the time established will result in the grievance being granted to the employee(s) and/or the Union. Time limits may be extended by written mutual consent by the parties involved.

ARTICLE XIII

VALIDITY - COMPLIANCE WITH LAWS

Section 13.1. Should any court hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

Section 13.2. The City and the Union shall comply with any and all Federal and State laws applicable to the unit and the provisions of this Agreement.

ARTICLE XIV

CLOTHING AND SHOE ALLOWANCE

The Public Works Department employees shall each receive \$625.00 annually (paid in two (2) \$312.50 allotments by May 1 and by November 1 of each year) as a clothing and shoe allowance. Employees shall (a) wear short sleeve cotton tee-shirts with a City emblem during warm weather; (b) wear long sleeve cotton tee-shirts with a City emblem during cold weather; and (c) purchase and wear steel toed work shoes while on the job. Employee clothing at work shall be neat, clean and tidy in appearance – no torn or frayed clothing. The City requires that employees wear City issued ID badges while on the job.

ARTICLE XV

MUNICIPAL RETIREMENT PLAN

The City and employees shall comply with the provisions of the "Illinois Municipal Retirement Fund," as required, for the employees covered by this Agreement. Employees will receive a pamphlet describing the program at the start of their employment, which constitutes the responsibility of the City with regard to advising employees of the plan.

ARTICLE XVI

INSURANCE

Section 16.1. Hospitalization, Medical and Dental Insurance. The City provides group hospitalization, medical, and preventive dental insurance to all non-probationary employees and their dependents on a share-pay basis. Said employee's share is ten percent (10%) of the City's Group Hospitalization, Medical, and Preventive Dental Insurance Premium per employee.

Section 16.2. Vision Care Plan. The City will provide a Vision Care Plan to all non-probationary employees and their dependents. The City will self-insure this program. A copy of the program is published in pamphlet form and is available at the Office of the City Clerk.

Section 16.3. Life Insurance. The City shall provide term life insurance to all non-probationary employees and their eligible dependents.

ARTICLE XVII

SAFETY AND HEALTH COMMITTEE

There shall be a Joint Safety and Health Committee consisting of two (2) members of the

bargaining unit and two (2) representatives of the City. The Committee members shall be named in advance of any meeting. The Committee shall meet at mutually agreeable times, dates and places when the parties mutually agree a meeting is needed to discuss health and safety conditions within the Public Works Department. Mutually agreed minutes shall result from the meetings. Nothing whatsoever related to the Committee, its meetings or the issues discussed, shall be subject to the grievance procedure.

ARTICLE XVIII

CONTINUED EDUCATION

Section 18.1. The City will pay full tuition costs for any course of study at a recognized educational institution undertaken by any full-time employee if so directed by his/her immediate supervisor and approved by the City Council, and if such course of study is a job-related prerequisite for:

- (a) An Associate's Degree, or
- (b) Qualification as a Class C or Class D Operator in any public works discipline.

Section 18.2. The City will pay full tuition costs plus incidental costs of room and board in an amount previously arranged, for intensive job-related courses of study, seminars, or symposia, attended by any full-time employee, if so directed by his/her immediate supervisor and approved by the City Council.

Section 18.3. Upon completion of the requirements for:

- (a) An Associate's Degree, or
- (b) A Class "C" Operator's Certificate, or
- (c) A Class "4" Operator's Certificate

the employee shall automatically be entitled to a one-time one percent (1%) salary increase.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective from May 1, 2009, and shall remain in effect through April 30, 2012, except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by Registered or Certified Mail by either party not less than sixty (60) days or more than ninety (90) days before the expiration date. Termination notices shall be considered to have been given as of the date shown on the

postmark. This Section shall be governed by the procedures set forth in Section 1230.10 through 1230.100 of the Public Employees Act, as amended, plus any future amendments within the law.

Signed at Columbia, Illinois, this _____ day of _____ 2010.

CITY OF COLUMBIA, ILLINOIS

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL (USW)

By: _____
Kevin B. Hutchinson, MAYOR

By: _____
Leo W. Gerard
INTERNATIONAL PRESIDENT

ATTEST:

By: _____
J. Ronald Colyer, CITY CLERK

By: _____
Stanley W. Johnson
INTERNATIONAL
SECRETARY/TREASURER

By: _____
Thomas Conway
INTERNATIONAL VICE
PRESIDENT/ADMINISTRATION

By: _____
Fred Redmond, INT'L V. P. HUMAN
AFFAIRS

By: _____
Jim Robinson
DIRECTOR, DISTRICT 7

By: _____
Bill Coleman
STAFF REPRESENTATIVE

COMMITTEE:

By: _____

By: _____

MISCELLANEOUS

1. Paydays will be on alternate Fridays Bi-Weekly.
2. The City will furnish the Union with an updated seniority list and changes of addresses annually or within thirty (30) days following an address change.
3. Personnel records may be viewed during regular working hours at the City's place of business in accordance with applicable law.
4. Employee(s) required and directed to use his/her own automobile will receive mileage reimbursement at the rate set, or as modified from time to time, by the Internal Revenue Service.
5. Weekend and Holiday duty standby time: Each employee subject to this agreement who performs assigned weekend/holiday duties shall be paid as follows: (i) overtime pay for actual hours worked, but no less than six (6) hours overtime pay per day, for the time period from May 1st through October 31st of each year; or (ii) overtime pay for actual hours worked, but no less than four (4) hours overtime pay per day, for the time period from November 1st of the current year through April 30th of the following year.
6. Meals will be provided for Public Works employees when overtime work equals or exceeds two (2) hours and interferes with normal meal time. For every four (4) hours exceeding that point, meals are provided, with thirty (30) minutes meal time to be included in the overtime. Meals shall not exceed ten dollars (\$10.00) per meal per employee.
7. The City will notify the employees subject to this Agreement whenever a job opening (Foreman, Leadman or Laborer) is available within the City's Department of Public Works by posting said open position on the employee bulletin board. Each employee will be given the opportunity to bid for said job by returning the completed form(s) required (and supplied) by the City to apply for the open position – said completed form(s) shall be returned within the time frame, and to the individual, as detailed in the job posting. All completed forms will be reviewed and management will determine whether each employee applying for the job is qualified or not – from the pool of qualified candidates, the job will be offered to the most senior qualified employee (i.e., the employee who has the most seniority among those deemed by management to be qualified to fill the job opening).
8. The City agrees to pay each employee subject to this Agreement a one-half of one percent (i.e., .5%) signing bonus, based upon each respective employee's normal annualized pay (i.e., straight time regular hourly rate of pay X 2,080 hours) in effect on April 30, 2009 (i.e., the day before the effective date of this Agreement). This will be a one-time payment which will occur as soon as administratively possible after the City receives its copy of this Agreement containing original signatures of each of the Union's representatives identified on the signature page of this Agreement.

Example of Agreement Signing Bonus Calculation

<u>Assumed Hourly Rate of Pay</u>	X	2,080 hours	X	.5%	=	<u>Employee Signing Bonus</u>
\$22.11	X	2,080	X	.005	=	<u>\$229.94</u>

WAGES*

Incorporating wage increases as follows: (1) a 2.25% increase effective 05/01/09; (2) a 2.25% increase effective 05/01/10; and (3) a 3.00% increase effective on 05/01/11.

Straight Time Regular Hourly Rates of Pay

	<u>Wage Rate</u> <u>Effective</u> <u>05/01/09</u>	<u>Wage Rate</u> <u>Effective</u> <u>05/01/10</u>	<u>Wage Rate</u> <u>Effective</u> <u>05/01/11</u>
Foreman	\$24.82	\$25.38	\$26.14
Leadman	23.81	24.35	25.08
Laborers A	22.61	23.12	23.81
Laborers B	20.12	20.57	21.19

*Not including the Employee Management Program.

Letter of Understanding
Regarding B Laborers Employed As of
May 1, 2006

All B Laborers employed as of May 1, 2006 shall become A Laborers based upon the following progression:

October 1, 2006	50% A Laborer Rate
May 1, 2007	100% A Laborer Rate

The City and the Union shall meet and confer with respect to the criteria that an employee must demonstrate to be considered qualified to move from a B Laborer to an A Laborer position, but it is expressly understood and agreed that there is no guarantee that an employee hired as a B Laborer will move to the A Laborer position and that the decision when and whether to move any employee from a B Laborer to an A Laborer position is the sole and exclusive right of the City.

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