

VILLAGE OF DUPO, ILLINOIS

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ORDINANCE NO. 17-15

**AN ORDINANCE AUTHORIZING, APPROVING, AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 100 COMMENCING ON JULY 1, 2017 AND ENDING JUNE 30, 2020**

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ADOPTED BY THE  
VILLAGE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF DUPO, ILLINOIS  
THIS 4th DAY OF DECEMBER, 2017

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Published in pamphlet form by  
authority of the Village Board  
of Trustees of the Village of  
Dupo, St. Clair County, Illinois,  
this 4th day of December, 2017.

ORDINANCE NO. 17-15

**AN ORDINANCE AUTHORIZING, APPROVING, AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 100 COMMENCING ON JULY 1, 2017 AND ENDING JUNE 30, 2020**

**WHEREAS**, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

**WHEREAS**, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on December 4, 2017 at 7:00 p.m., before the Village Board of Dupo; and

**WHEREAS**, the prior Collective Bargaining Agreement ("CBA") between the Village of Dupo, Illinois and the Laborer's International Union of North America, Local 100 ("Union") of July 1, 2014 and ending June 30, 2017 has expired, and the Village Mayor/President (the "Mayor") and the Board of Trustees of the Village (the "Village Board" and with the Mayor, the "Corporate Authorities") deem it advisable to enter into a new CBA with the Union; and

**WHEREAS**, the Corporate Authorities and the Union have come to an agreement that is beneficial for both parties regarding the terms of a new CBA effective July 1, 2017 and ending June 30, 2020, and said new CBA is attached hereto as **Exhibit "A"**; and

**WHEREAS**, the Corporate Authorities deem it advisable, necessary, and in the public interest that the Village of Dupo, Illinois authorize, approve, and adopted the CBA that is attached hereto as **Exhibit "A"**; and

**WHEREAS**, the CBA will serve the public and corporate purposes for which the Village of Dupo, Illinois is organized and which are reasonably necessary to conduct Village business; and

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Dupo, St. Clair County, Illinois, as follows:

**Section 1:** The facts and statements contained in the foregoing recitals are incorporated herein as findings of the Corporate Authorities.

**Section 2:** A CBA between the Village and the Union is attached hereto and marked as **Exhibit "A"**, the contents of which are by reference incorporated herein.

**Section 3:** From and after the effective date of this Ordinance the Mayor of the Board of Trustees and the Clerk of the Village are hereby authorized and directed to execute

said agreement (CBA) herein provided for, and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the new CBA (effective July 1, 2017 and ending June 30, 2020).

**Section 4:** The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 5:** All code provisions, ordinances, resolutions, rules and order or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 6:** This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

**PASSED** this 4th day of December, 2017 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

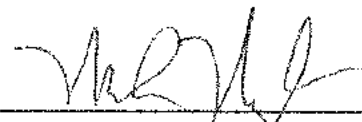
<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	X	---	---	---
Ben Kenner	X	---	---	---
James Smith	X	---	---	---
Joe Basinski	X	---	---	---
Ken Phillips	X	---	---	---
Kerry Foster	X	---	---	---

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 4<sup>th</sup> day of December, 2017.



Jerry Wilson, Mayor  
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

(SEAL)

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF ST. CLAIR )

**CERTIFICATE OF PUBLICATION**

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois.

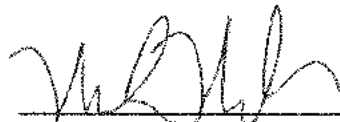
I further certify that on the 4th day of December, 2017, the Corporate Authorities of the Village of Dupu, Illinois, passed and approved Ordinance No. 17-15, entitled:

**AN ORDINANCE AUTHORIZING, APPROVING, AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND LABORER’S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 100 COMMENCING ON JULY 1, 2017 AND ENDING JUNE 30, 2020**

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

The pamphlet form of Ordinance No. 17-15, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupu Village Hall, commencing on December 4th, 2017 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 Village Clerk.

DATED at Dupu, Illinois this 4<sup>th</sup> day of December, 2017.



MARK NADLER, Village Clerk

(SEAL)

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF ST. CLAIR )

**CERTIFICATE OF TRUE COPY**

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said Village.

I do further certify that Ordinance No. 17-15, entitled:

**AN ORDINANCE AUTHORIZING, APPROVING, AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 100 COMMENCING ON JULY 1, 2017 AND ENDING JUNE 30, 2020**

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 Dupu, Illinois Village Council held on the 4th day of December, 2017.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 4<sup>th</sup> day of December, 2017.



MARK NADLER, Village Clerk

(SEAL)

Village of Dupo City Workers

Memorandum of Agreement

This Agreement made and entered into this 4<sup>th</sup> day of December, 2017, by and between the Village of Dupo, a Municipal Corporation of St. Clair County, Illinois, hereinafter referred to as "Village" and the Laborers' International Union of North America., Local #100 of East St. Louis, Illinois, hereinafter referred to as "Union".

WITNESSETH

THAT WHEREAS, the Village is engaged in furnishing essential public service which affects the health, safety, comfort and general well-being of the community by providing further public utility service, and

WHEREAS, The Village for that purpose has cause to be employed various persons to operate such utility services, and

WHEREAS, this responsibility to the residence of the Village is a mutual responsibility of said employees and the Village which requires any disputes pertaining to this contract arising between the employees and the Village, be settled in an orderly manner without interruption of public utility service, and

WHEREAS, the Village and the Union, as parties to this Agreement hereby recognize the responsibility of service to the public;

NOW THEREFORE, IT IS MUTUALLY AGREED between the parties hereto that there shall be no strike or lockout during the term of this Agreement and this mutually agreed covenant shall continue through the future relations between the parties hereto. It is agreed between the parties that in connection with the negotiations for a renewal of the contract have not been successfully agreed prior to the expiration date of this contract, the Union agrees that in case of emergency such as leaks, broken mains or services, that the members of said Union shall promptly make such necessary repairs and turn off or restore service to consumers' premises.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

**Article I- Parties to Agreement**

**Section 1: Bargaining Unit.**

This Agreement shall cover all full-time employees employed as Secretarial workers, all employees of the Village employed in the Water, Gas, Sewer, Street Departments and engaged in the operation and maintenance thereof, shall be referred to as the Utility Departments.

## **Section 2: Union Recognition.**

The Village recognizes the accredited representatives of the Union as qualified and authorized to bargain collectively for the entire personnel of the bargaining unit as set forth in Section 1.

All present employees of the Village who are members of the Union on the date of the execution of this agreement shall remain members of the Union during the term of this Agreement as a condition of continued employment, subject to the provisions contained in Section 9 (a) (3) and Section 8 (b) (2) of the National Laborer Relations Act as amended (1947).

All other present employees covered under the provision of Section 1 hereof, shall as a condition of employment make application for and remain members of the Union within thirty (30) days following the effective date of this Agreement and shall maintain such membership in good standing during the term of this Agreement, subject to the provisions contained in Section 8 (a) (3) and Section (b) (2) of the National Labor Relations Act as amended (1947). All new employees covered under the provisions of Section 1 hereof shall as a condition of employment apply for membership in the Union within thirty (30) days after hire or date of execution of this Agreement whichever is later and shall maintain membership in good standing in the Union thereafter, subject to the provisions contained in Section 8 (a) (3) and Section 8 (b) (2) of the NLRA as amended (1947).

If any lesser number of days is established as a minimum requirement for acquisition of membership by Federal Statute under a Union security clause, such lesser number of days shall apply and be substituted hereinabove.

## **Section 3: Work Force.**

In order that the Village shall have a competent working force and promote the efficiency and safety of operation, the parties hereto agree that:

- (a) The Union will maintain a list of persons available for employment.
- (b) The Village shall request the Union to refer applicants as required and shall not solicit applicants directly and shall not in any manner circumvent the Union in the recruitment of applicants for employment.
- (c) The Village, in requesting referral of applicants shall specify to the Union (a) the number of applicants to be employed (b) the work to be performed (c) the location of the project (d) the nature of the work (e) such additional information that is deemed pertinent by the Village in order to enable the Union to make proper referral of applicants.
- (d) The Union will not discriminate either in the maintenance of its list or in its referrals for employment against any person because of his membership or non-membership in the Union. Selection of applicants for referral shall not be based on, or in any way affected by, Union Membership, By-Laws, rules, regulations, constitution provisions or any other aspect or obligation of Union membership policies or requirements.

(e) The Union shall refer to the Village such applicants as are competent to fulfill the requirements of the position sought to be filled commensurate with relation of registrants and who have acquired experience and possess the requisite skills for fulfillment of the vacant positions as specified by the village.

(f) No officer or supervisor of the Village who holds Union membership shall be bound or in any way affected in the performance of his duty for the Village, including hiring, by any obligation of Union members, By-Laws, rules and regulations or the constitution of the Local or International Union.

(g) The provisions of this Article shall be posted by the Village at its premises where notices to employees and applications for employment are customarily posted and shall be posted by the Union at its offices where notices to applicants for referrals are customarily posted.

The Village reserves and shall have the right to accept or reject, to employ or not to employ, any person or to discharge for cause, any employee who has not been accepted, but who subsequently proves unsatisfactory to the Village.

The Village shall be the sole judge of and have the right to determine the number of employees required on any job or any portion of the work being done by the Village. There shall be no restriction as to the use of machinery, tools, or appliances.

#### **Section 4: Discharge and Discipline:**

To discharge any employee for cause, an administrative conference must first be held as set out below:

##### (a) Disciplinary Conference

Any Village employee is entitled to have a Union Representative present upon request by the employee whenever there is a disciplinary conference between the employee and the Mayor, a Supervisor or Board member or their representative.

##### (b) Disciplinary Procedure

Employees that violate a work rule and/or fail to perform duties at a satisfactory level will be subject to the following:

- |                    |                                      |
|--------------------|--------------------------------------|
| i. First Offense:  | Oral Admonishment                    |
| ii. Second Offense | Written Reprimand                    |
| iii. Third Offense | Three (3) day suspension without pay |
| iv. Fourth Offense | Dismissal                            |

First offense disciplinary actions resulting from dishonesty, immoral or unsafe conduct shall subject the employee to dismissal.



Prior to dismissing a permanent employee (non-probationary) the Board or its designee shall conduct a pre-termination hearing. At the hearing the employee shall be given an opportunity to respond to the dismissal charges. The employee will be notified of his/her right to have a Union representative present at the hearing. Only the Board may discharge an employee.

All copies of disciplinary action including oral admonishments, written reprimands, suspensions and any form of disciplinary action shall be provided to the employee as well as to the Union and a copy will be placed in the employee's disciplinary file. Any disciplinary action report will remain in the personnel file of the employee for two (2) years and if no new disciplinary action takes place during those two (2) years, the disciplinary action will be removed. However, if the employee receives additional disciplinary action within two (2) years, the disciplinary action will become part of the employee's personnel file.

## **Article II- Secretarial Employees**

### **Section 1: Probationary Employee.**

All new employees employed after the signing of this Agreement shall be considered probationary for one hundred eighty (180) days following their last date of hire with the employer. The employer may terminate a probationary employee and that employee shall have no recourse to the grievance procedure of this Agreement.

### **Section 2: Regular Employee.**

Regular Full-Time Employees are those individuals who work an average of forty (40) hours per week on a regular and continuing basis. Such employees shall be entitled to all of the benefits of this Agreement.

## **Article III- Job Duties-Hours of Work**

### **Section 1: Secretarial Workers.**

Secretarial Workers shall provide office coverage from 7:00 a.m. to 4:30 p.m. Monday through Friday. One (1) secretarial worker shall work from 7:00 a.m. to 3:30 p.m. at straight time Monday through Friday. All other secretary workers shall work from 8:00 a.m. to 4:30 p.m. at straight time. The 7:00 a.m. to 3:30 p.m. shift shall be Monday through Friday of the same week. Seniority shall prevail when deciding who works each shift. There will be a half hour (30 minutes) lunch. Lunch will be rotated such as not to close the office during the day. It is agreed by the parties that the Employer shall pay its employees one and one-half (1 ½) times the hourly rate for any time worked in excess of (40) hours a week. Job duties are to be assigned.

It is further agreed that the Employer shall pay its employees two (2) times the hourly rate for any time such employees are required to work on any holiday specified in Article IV., Section 1.

Paychecks shall be issued bi-weekly, no later than every other Friday.

## **Section 2: Utility Departments.**

The normal work day shall be from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour for lunch. The Utility Man shall be available for return to work calls for water turn-ons from 3:30 p.m. to 4:30 p.m. When the Utility Mans responds to the water turn-ons he shall be paid for two (2) hours of pay at the over-time rate. The four (4) hour call in rate shall not apply to this service from 3:30 p.m. to 4:30 p.m. Where all other call-ins are performed the normal call in rate shall apply. If on the same job after 4:30 p.m. the Utility Man will get overtime for hours worked.

Parties agree that the starting times may be adjusted to an earlier start in hot weather. The starting time to be subject to the approval of the Chairman of the Village Sewer Committee and the Supervisor of the Village Maintenance Department.

in the event it becomes necessary to run the Water and Sewer Plants on extended days the regularly scheduled time would be ten (10) hours per day. Starting at 6:00 a.m. and concluding at 4:30 p.m. with normal scheduled breaks and lunch. Each employee would work four (4) ten (10) hour shifts per week. Every effort would be made to rotate weekends-off and increased shift premiums would apply to Saturday and Sunday work schedules. Also, this would allow for one (1) day per week to be an overlap day where including but not limited to Plant maintenance and sampling are performed. The Water/Sewer Commissioner and the operator of the Water/Sewer Treatment Plant will determine when the plant will be on four (4) ten (10) hour shifts per week and will make certain that the change made be a minimum of two (2) periods (28 working days).

Any employee who works four (4) consecutive overtime hours shall be entitled to a meal paid for by the Village, subject to department head approval.

The Village may assign New Hires to work a weekly schedule that may include Saturday and Sunday.

If standby time (carry beeper/ on call phone) is required, it shall be the responsibility of the Chief Utility Man, however if the Chief Utility Man is unavailable it shall be the responsibility of the Gas Supervisor. The compensation for on call shall be the current rate of an hour and a half of overtime (1.5 OT) per day Monday through Friday, two (2) hours of overtime at time and a half for Saturdays and two (2) hours of overtime at time and a half for Sundays.

## **Article IV-Holidays, Other Leaves And Benefits**

### **Section 1: Secretarial Workers and Utility Workers Holidays.**

The following holidays are granted to all full time employees.

NEW YEARS DAY

GOOD FRIDAY

DECORATION DAY

FOURTH OF JULY

LABOR DAY

VETERAN'S DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING DAY

½ DAY OFF FOR CHRISTMAS EVE

CHRISTMAS DAY

TWO (2) PERSONAL DAYS

PRESIDENTS DAY

**Section 2: Utility Workers Holiday Pay.**

Utility employees subject to the jurisdiction of this Agreement who have been employed by the Village for sixty (60) days or longer within the current twelve (12) month period, will be granted two (2) personal leave days to be selected by such employee for personal reasons and on any of the following holidays; namely, New Year's day, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans' Day, and Presidents Day shall be paid eight (8) hours regular time at a basic rate of pay for each of said holidays, when not worked and when such holiday falls or is observed on a regular work day from Monday to Friday, inclusive.

**Section 3: Secretarial Workers Vacation.**

Employees earn vacation in accordance with the following schedule with additional vacation time posted on Anniversary date:

Less than 1 year of service	no vacation
1 year to 2 years of service	1 week of vacation
2 years to 8 years of service	2 weeks of vacation
8 years to 15 years of service	3 weeks of vacation
15 years to 20 years of service	4 weeks of vacation
20 years or more of service	5 weeks of vacation

Employees must request vacation time no later than April 1st of each calendar. The employee's seniority and the operating needs of the Employer are both considered in and scheduling and granting employee vacations. There will be no more than one (1) employee off at a time.

**Section 4: Utility Workers Vacation.**

All Utility workers shall receive vacation with pay on a basis of a forty (40) hour week, at the regular hourly rate provided for herein; the length of vacation shall be determined by the length of service as follows:

Less than 1 year of service	no vacation
1 year to 2 years of service	1 week of vacation
2 years to 8 years of service	2 weeks of vacation
8 years to 15 years of service	3 weeks of vacation
15 years to 20 years of service	4 weeks of vacation
20 years or more of service	5 weeks of vacation

The vacation period will be from January 1st to December 31st. Employees may make a request for the vacation period of their choice on a notice posted for this purpose by the Village. Employees must use their vacation during the vacation year and cannot carry over vacation from year to year, unless the employee makes a written request to the board which may, but is not required to honor such request on a case by case basis. Employees who have accumulated vacation at the time of ratification have until March 31, of the year following ratification to use the vacation or they will be paid for it at the rate they earned it.

Additionally, there will be no more than three (3) employees taking vacation on the same day.

**Section 5: Sick Leave.**

Any employee who has been employed by the employer for a period of at least one (1) year, shall receive their straight time pay for each day they are required to be absent from work by reason of sickness or injury, provided, however that no employee shall receive payment for absence from work in excess of twelve (12) days during any twelve (12) month period commencing on the anniversary date of this agreement. Unused sick leave may be accumulated and used toward the I.M.R.F. when retiring.

Any employee may accumulate and bank up to a maximum of sixty-two and a half days (62 ½) (500 hours) of sick pay benefits. In addition thereto, in the event that an employee sustains an extended or catastrophic illness or injury, the Village Board, at its sole discretion and on a case by case basis, may allow an additional fifteen (15) days of sick pay benefits to accumulate.

It is further agreed that employees may elect to apply up to twelve (12) sick days per year up to a maximum of one (1) year additional I.M.R.F. service credit for unpaid, unused sick leave accumulated with the Village of Dupo. Each employee will be given a form to select the choice to apply unpaid, unused sick days for additional I.M.R.F. service credit. These days will be lost if the employee resigns, or is terminated for just cause.

The Village shall buy back at a one-half (1/2) rate all sick leave days accumulated by an employee in excess of the maximum herein above provided, only if the employee does not apply, unused sick days for additional I.M.R.F. service credit.

As in accordance to the agreement sick leave may be used for illness, disability injury, quarantine and appointments with doctors, dentist or other professional practitioners of the employee or a member of the employee's immediate family who is dependent upon employee. The term immediate family, includes spouse, child, step-child, grandchild, mother and father.

Sick leave shall not be used for purposes of an extended vacation, weekends or holiday. Sick leave can't be used as a substitute for vacation leave. Sick leave shall be accrued before it may be used. Otherwise, time off shall be charged to the employees vacation time, or at the option of the Village President and Board of Trustees, shall be taken as leave without pay. No sick leave in excess of three (3) consecutive days shall be authorized unless approved by the Department Supervisor and/or the Village President and Board of Trustees. The employee must state whether the absence is claimed to be from a previous injury sustained on duty.

In order to continue active work assignments or to resume to work after an illness or injury or disability, employees must provide the department with a physician's statement releasing employee to assume activities within their position responsibility if:

1. Upon returning to work after prolonged illness of four (4) consecutive days or more;
2. Upon returning to work from an extended leave of absence;
3. After the employee has a potential disabling illness, injury or condition,; or
4. Upon returning to work after a diagnosed communicable disease.

All employees would keep banked hours as is.

#### **Section 6: Bereavement.**

In the event of the death of an employee's spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, or the spouse's grandparent, parent, brother, sister the employee shall be granted up to three (3) consecutive work days off with pay. The employer may make reasonable request of proof of death for the relationship in question. Leave time granted under this section shall include the date of the funeral. Any additional funeral leave time will be charged against sick leave.

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## Article V-Secretarial Workers and Wages and Seniority

### Section 1: Wage Classifications.

Classification	7/01/17-	7/01/18-	7/01/19-
	6/30/18	6/30/19	6/30/20
Secretarial 1	\$20.92	\$21.52	\$22.12
Secretarial 2	\$16.68	\$17.28	\$17.88

## Article VI- Utility Workers Wages and Seniority

### Section 1: Wage Classifications.

Classification	7/01/17-	7/01/18-	7/01/19-
	6/30/18	6/30/19	6/30/20
Chief Utility Man	\$28.07	\$28.67	\$29.27
Asst. Chief Utility Man	\$26.82	\$27.42	\$28.02
Utility Man	\$26.70	\$27.30	\$27.90
Maintenance Man	\$26.60	\$27.20	\$27.80
General Employees	\$26.26	\$26.86	\$27.46
Second Year Hires (07)	\$20.96	\$21.56	\$22.16
New Hires (08)	\$18.84	\$19.44	\$20.04

New hires will receive seven dollars (\$7.00) per hour less than the rate for their applicable classification and will receive a two dollar (\$2.00) per hour raise on each anniversary date until such time they are making the contractual classification hourly rate.

Employees hired after April 21, 1993, shall receive in addition to their regular rate of pay, the sum of one dollar (\$1.00) per hour for every scheduled hour of work performed on Saturday or Sunday.

In the event an employee secures advance approval from the Village for enrollment in a training program and thereafter obtains certification for successful completion thereof, the Village agrees to pay the tuition cost of such schooling.

Seniority shall prevail in layoff or reduction in the work force and shall begin with the least senior employee.

in selecting employees for positions seniority will prevail in cases where ability and skill are approximately equal.

Any general employee who obtains a Class A Water License and/or Class 3 Waste Water License will move up to the Maintenance Man Level of the job classification. This will commence upon the presentation of such license in the employee's personnel file.

If an employee is required by the Village to attend a seminar out of town and such employee, despite reasonable effort is unable to be back in the Village by quitting time then in such event, the employee will be paid at time and one-half (1 ½) for all hours spent on that day at the seminar or in travel which exceeds eight (8) hours.

**Section 2: Utility Workers Overtime.**

It is agreed by the parties that the Village shall pay its employees one and one-half (1 1/2) times the rate provided in Section 1 hereof, for any time worked by such employees in excess of eight (8) hours per day, or for any time worked in excess of forty (40) hours per week. It is also agreed that when an employee is called out less than four (4) hours before the starting time an employee will be paid for that amount of overtime.

It is further agreed that the Village shall pay its employees two (2) times the rate provided in Section 1 hereof for any time such employees are required to work on any holiday specified in Article IV., Section 2.

**Section 3: Service or Emergency Calls.**

It is agreed between the parties that the Chief Utility Man shall make service or emergency calls; in the event that actual work is required to be performed, the Chief Utility Man shall call two (2) or more employees of that classification to perform such work and such men so called will be paid minimum of four (4) hours for responding to such call and performing the work required thereto, for Park activities the Employer has the right to change start times and days off for not more than two (2) employees, after giving a one (1) week notice of this change.

The Union agrees that the Village may require the Utility employees to provide weekend and holiday coverage for gas emergencies. The conditions of such coverage shall be in accordance with the attached Resolution (labeled "Addendum A") adopted by the Village.

**Section 4: Wage Payment.**

It is agreed between the parties that the practice of the Village wherein it pays the employees on every other Friday by 12:00 (Noon) shall be continued by the Village for and during the term of this Agreement.

## **Article VII- Arbitration Clause**

Any difference or dispute arising out of the interpretation or application of the provisions contained in this Agreement will be submitted to the Steward or Job Superintendent for settlement. If these two (2) persons cannot settle the dispute within twenty-four (24) hours, the matter shall be presented in writing within five (5) days thereafter to the Employer or the Union by the party pressing the grievances. If the matter or question cannot be settled by a representative of the Employer and the Business Agent within forty-eight (48) hours, then the matter shall be referred to arbitration. A panel of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service for selection of an impartial arbitrator who shall hear the dispute and make a decision which shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the impartial arbitrator shall be borne equally by both parties.

In rendering his/her decision, the arbitrator shall not have the authority to add to or subtract from or modify or amend any provision of this Agreement. The time limits set forth herein may be extended by mutual agreement of the parties.

## **Article VIII-Union Representation**

### **Section 1: Union Steward.**

All Stewards shall be appointed by the Business Agent of the Union or his representative. The Village shall post a notice or bulletin board at office, naming the doctor or doctors, hospital or hospitals, for the attention of illness or injury to employees. The Steward on any job shall work for the same duration of time as any member of the Union works, provided said Steward can qualify for the type of work in progress.

### **Section 2: Accidents.**

It shall be the duty of the Foreman or Steward to report personally to both the Union and the Village any accident to a Union employee which may occur on the job where employed. It shall be the duty of the Steward to see to it personally that the injured employee is taken care of and his family notified without loss of time or pay of Steward so engaged.

### **Section 3: Union Activity.**

No employees of the Union will be allowed to work on any job where business representatives of the Union are not permitted the privilege of interviewing such employees while at work. It is agreed, however, that such interview shall not subject the progress of the work to interruption. No piece work will be permitted on any job.

### **Section 4: Union Cooperation.**

The Union agrees that its officers and members will live up to the Village rules and regulations in the interest of safety, economy and continuity of service to the public. The Union agrees that its officers and



members will not solicit membership in the Union among employees of the Village while employees are on duty, and will not at any time interfere with, restrain or coerce employees of the Village in attempting to influence them to be members of the Union.

The Union will not engage in subterfuge for the purpose of defeating or evading the provisions of this Agreement.

### **Article IX-Work Jurisdiction**

It is expressly agreed that the Village, during the term of this Agreement and subsequent renewals, will make no agreement with any other Union or organization covering the classification of work provided for herein, however nothing contained herein shall be construed to prevent the Village from contracting with other firms, persons or corporations.

### **Article X- Utility Workers' Uniforms and Equipment**

#### **Section 1: Personal Protective Equipment.**

Employees will be furnished work uniforms. The Village has the sole power to determine what shall be considered a uniform. The Village shall be required to furnish all tools and also rubber boots for members working in excessive mud, water or sloppy concrete; also rubber coats and rain hats where members are required to work in the rain or where water drips on them. When weather conditions make it desirable, a fire shall be provided or permitted as near the job as is practical to give workmen an opportunity to warm or dry themselves. At least during inclement or cold weather the trucks on which workmen are taken to and from work, or transported from one job to another shall be equipped tops or covers to protect the workmen. Ice water shall be furnished on the job when so requested by the majority of the employees on any job. The Village shall furnish employees with working gloves when they are assigned to handle hazardous, toxic or noxious materials.

The employees assigned to perform work at the Village sewer treatment Plant shall be furnished protective clothing by the Village. The protective clothing is to be worn only when performing duties related to the actual maintenance of sewers and the sewer plant. Employees shall not, under any circumstance, be allowed to where such clothing off the job. The type of protective clothing shall be determined by the Village.

#### **Section 2: Safety Shoes.**

Each employee will be entitled to reimbursement for up to two hundred dollars (\$200.00) for one (1) pair of safety shoes during each contract year. The employee will turn in the receipt to the Village Clerk. The employee must wear the safety shoes at all times when at work.

[This space intentionally left blank.]

### **Article XI-Utility Workers Drug Testing**

The Union agrees that the Village may require employees to submit to substance testing. The Village policy on substance testing is set forth in Resolution 15-03 adopted by the Village and dated the 2nd day of March, 2015, or in such duly adopted Resolution by the Village amending its substance testing policy.

### **Article XII- Independent Contractors for the Utility Department**

The Village of Dupon has the right to hire an independent, third party contractor, not a member of Local #100, on weekends and holidays to clean the Village Park.

### **Article XIII-Secretarial Workers Lay-Off and Recall Rights**

When there is a reduction in the work force for any reason, the employee with the least amount of seniority in each job classification within that department shall be laid-off. Laid-off employees shall have recall rights for a period of two (2) years. Laid-off employees shall be recalled last laid-off, first recalled. There will be no contracting out of work at the expense of a lay-off of employees.

### **Article XIV-Management Rights**

The Employer shall retain all rights to direct the workforce within the confines of this collective bargaining agreement.

### **Article XV-Laborers' National (Industrial) Pension Fund**

#### **Section 1: Utility Workers Industrial Pension.**

The employer will contribute to the Pension Funds that are now in place. Beginning on April 22, 2011 and for the term of this agreement, the employer in lieu of wages shall contribute to the Pension Fund forty-three dollars and thirty-three cents (\$43.33) for each and every month an employee is covered by this Agreement pursuant to the terms as set forth in the attachment entitled Rehabilitation Plan: Addendum B. This money will be deducted from the employees' wages.

#### **Section 2: Secretarial Workers Industrial Pension.**

The Employer will continue to contribute to the Pension Plans that are now in place. The Employer will also contribute \$0.25 per hour worked to The LABORERS' NATIONAL INDUSTRIAL PENSION FUND upon request from the employees. This money will be deducted from the employees' wages.

### **Article XVI-Insurance**

The Village agrees to contribute towards the cost of employee health and accident insurance. The contribution by the Village shall be made monthly under the group policy heretofore issued to Trustees of the Employer and Labor Local No. 100 and Local No. 397.

Year 1 of the contract- Employees will continue to pay \$50.00 per pay period, for the duration of this Agreement

Year 2 of the contract- The Village agrees to cover any increase in the insurance premium up to 3%, anything over 3% will be covered by the employees.

Year 3 of the contract- The Village agrees to cover any increase in the insurance premium up to 3%, anything over 3% will be covered by the employees.

It is further agreed that upon retirement of an employee or his becoming totally disabled from working, the Village will continue making contributions toward such employee's health and accident insurance for a period of twelve (12) months following such retirement or disability.

### Article XVII- Residency

All employees that live in the Unit #196 School District agree not to move outside of Unit #196. Any current employees that live outside the Unit #196 School District agree that if they move from their current residence, they must move into the Unit #196 School District. All employees hired after the execution date of this contract, shall have six (6) months from their date of hire to move into the Unit #196 School District, as a condition of employment.

### Article XVIII-Duration

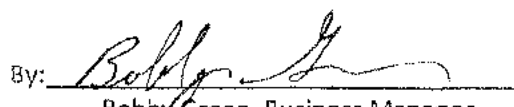
This Agreement and the provisions hereof shall continue in force and be binding upon the respective parties hereto and their successors and assignees from July 1, 2017 to June 30, 2020.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals to the foregoing instrument the date first above written.

VILLAGE OF DUPO, ILLINOIS  
A MUNICIPAL CORPORATION

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, LOCAL No. 100

By:   
Jerry Wilson, Mayor

By:   
Bobby Green, Business Manager  
Local No. 100

  
Mark Nadler, Village Clerk

(SEAL)

ADDENDUM "A"

RESOLUTION ESTABLISHING VILLAGE POLICY ON  
PROVIDING RESPONSE TO GAS EMERGENCIES

WHEREAS, the Federal Pipeline Safety Standards require telephone availability at all times for response by the Village to emergencies in the Village gas distribution system, and

WHEREAS, Village seeks to provide such "on call" coverage within the guidelines of the U. S. Department of Labor in the administration of "The Fair Labor Standard Act";

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Dupu, St. Clair County, Illinois, that the Village does herewith adopt the following policy:

1. On call service Monday through Friday except on national holidays shall continue to be provided as in the past.
2. Utility employees shall provide 24 hour "on-call" response service on weekends and holidays. A monthly schedule shall be prepared by the Superintendent designating which utility employees are assigned to provide response coverage on each Saturday, Sunday and holiday. The schedule shall be prepared in advance and posted in the Police Station and Utility Building. A copy of the schedule shall be given the Mayor and the Chairman of the Gas Committee.
3. Each employee of the Utility Department shall provide the Police Department with one or more telephone numbers whereby the employee can be reached while he is on call. Employees on call are not required to remain on the Village premises; They are free to engage in their own pursuits provided they can be reached by telephone.

4. The Police Department of this Village is charged with responsibility to contact the Utility employee "on call" for any gas emergency. The Police shall immediately telephone the "on call" employee to provide such information available to allow the "on call" employee to respond.

5. Notice shall be given the public that the Police Department telephone number is to be used by the public in reporting gas emergencies. Notice to be posted at the Village Hall and published in a newspaper of general circulation in the Village.

6. The Utility employee providing weekend holiday coverage shall receive no pay for such "on call" response service except as follows:

(a) The employee who performs the weekend-holiday coverage shall be paid for two (2) hours of work at one and one-half his hourly rate. The payments to be made for each day the weekend/holiday coverage is provided. The payment shall be made in addition to holiday pay which the employee is otherwise entitled to receive.

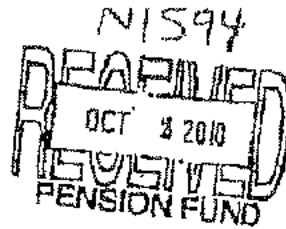
(b) It is understood that an employee who is required to perform an actual job assignment for the Village during such time he is providing on call coverage shall be paid for such hours of work. The rate of pay shall be in accord with the terms of the parties' Collective Bargaining Agreement.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

PRESIDENT - BOARD OF TRUSTEES  
VILLAGE OF DUPO  
ST. CLAIR COUNTY, ILLINOIS

ATTEST:

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Rehabilitation Plan Addendum B

MODEL AGREEMENT ADOPTING PREFERRED SCHEDULE

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 28, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2009 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supercede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of \$ .25 per hr shall be increased by 10% to the rate of \$ .28 per hr effective Nov 1, 2010. On each anniversary of that effective date for the term of the collective bargaining agreement, this contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
  - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
  - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

5. This Addendum shall be effective as of 10/18/10, 2010, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: [Signature]

Name: LAS GRAND

Position: Bus. Assoc. Manager Date: 10-18-10

FOR THE EMPLOYER:

Signature: [Signature]

Name: Ross Dell

Position: Player & Owners of Corp Date: 10/19/10

RECEIVED  
OCT 22 2010  
RECEIVED  
PENSION FUND

ADDENDUM "A"

RESOLUTION ESTABLISHING VILLAGE POLICY ON  
PROVIDING RESPONSE TO GAS EMERGENCIES

WHEREAS, the Federal Pipeline Safety Standards require telephone availability at all times for response by the Village to emergencies in the Village gas distribution system, and

WHEREAS, Village seeks to provide such "on call" coverage within the guidelines of the U. S. Department of Labor in the administration of "The Fair Labor Standard Act";

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Dupu, St. Clair County, Illinois, that the Village does herewith adopt the following policy:

1. On call service Monday through Friday except on national holidays shall continue to be provided as in the past.
2. Utility employees shall provide 24 hour "on-call" response service on weekends and holidays. A monthly schedule shall be prepared by the Superintendent designating which utility employees are assigned to provide response coverage on each Saturday, Sunday and holiday. The schedule shall be prepared in advance and posted in the Police Station and Utility Building. A copy of the schedule shall be given the Mayor and the Chairman of the Gas Committee.
3. Each employee of the Utility Department shall provide the Police Department with one or more telephone numbers whereby the employee can be reached while he is on call. Employees on call are not required to remain on the Village premises; They are free to engage in their own pursuits provided they can be reached by telephone.



4. The Police Department of this Village is charged with responsibility to contact the Utility employee "on call" for any gas emergency. The Police shall immediately telephone the "on call" employee to provide such information available to allow the "on call" employee to respond.

5. Notice shall be given the public that the Police Department telephone number is to be used by the public in reporting gas emergencies. Notice to be posted at the Village Hall and published in a newspaper of general circulation in the Village.

6. The Utility employee providing weekend holiday coverage shall receive no pay for such "on call" response service except as follows:

(a) The employee who performs the weekend-holiday coverage shall be paid for two (2) hours of work at one and one-half his hourly rate. The payments to be made for each day the weekend/holiday coverage is provided. The payment shall be made in addition to holiday pay which the employee is otherwise entitled to receive.

(b) It is understood that an employee who is required to perform an actual job assignment for the Village during such time he is providing on call coverage shall be paid for such hours of work. The rate of pay shall be in accord with the terms of the parties' Collective Bargaining Agreement.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

PRESIDENT - BOARD OF TRUSTEES  
VILLAGE OF DUPO  
ST. CLAIR COUNTY, ILLINOIS

ATTEST:

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N1594  
RECEIVED  
OCT 8 2010  
RECEIVED  
PENSION FUND

Rehabilitation Plan Addendum

MODEL AGREEMENT ADOPTING PREFERRED SCHEDULE

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

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Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. ~~The provisions of this Addendum supercede any inconsistent provision of the collective bargaining agreement.~~

2. The current contribution rate to the Pension Fund of \$ .25 per hr shall be increased by 10% to the rate of \$ .28 per hr effective Nov 1, 2010. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).

3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:

(a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

(b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

5. This Addendum shall be effective as of 10/18/10 2010, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: [Signature]

Name: Les Greene

Position: Business Manager Date: 10-18-10

FOR THE EMPLOYER:

Signature: [Signature]

Name: Ron Dell

Position: Mayor, Village of Oyster Date: 10/19/10

RECEIVED  
OCT 22 2010  
REVISED  
PENSION FUND