2% Increase per year

WAGE PROGRESSION SCHEDULE

09/01/13 - 08/31/16

Utility Collections Clerk

	9/1/2013	9/1/2014	9/1/2015
First 6 Months	$11.07	$ 11.29	$ 11.52
After 6 Months	$ 11.37	$ 11.60	$ 11.83
After 12 Months	$ 11.67	$ 11.90	$ 12.14
After 18 Months	$ 12.00	$ 12.24	$ 12.48
After 24 Months	$ 12.60	$ 12.85	$ 13.11
After 30 Months	$ 12.92	$ 13.18	$ 13.44
36 Months Hired after 5/1/11	$ 14.22	$ 14.50	$ 14.79
36 Months Hired before 5/1/11	$ 16.74	$ 17.07	$ 17.42

2% Increase per year

WAGE PROGRESSION SCHEDULE

09/01/13 - 08/31/16

Payroll Clerk/Admin Secretary - Electric Dept

	9/1/2013	9/1/2014	9/1/2015
First 6 Months	$ 11.07	$ 11.29	$ 11.52
After 6 Months	$ 11.37	$ 11.60	$ 11.83
After 12 Months	$ 11.67	$ 11.90	$ 12.14
After 18 Months	$ 12.00	$ 12.24	$ 12.48
After 24 Months	$ 12.31	$ 12.56	$ 12.81
After 30 Months	$ 12.60	$ 12.85	$ 13.11
36 Months Hired after 5/1/11	$ 15.70	$ 16.01	$ 16.33
36 Months Hired before 5/1/11	$ 18.47	$ 18.84	$ 19.22

2% Increase per year

WAGE PROGRESSION SCHEDULE

09/01/13 - 08/31/16

Utility Collection Crewleader

	9/1/2013	9/1/2014	9/1/2015
Utility Collection Crewleader	$ 18.47	$ 18.84	$ 19.22

Exhibit A

EMPLOYEE WAGE SCALE

09/01/13 - 08/31/16

NAME	CLASSIFICATION	9/1/2013	9/1/2014	9/1/2015
***Sanders**	**Utility Collections Supv.**	$19.76	$ 20.16	$ 20.56
Simon	**Payroll-Data Processing Clerk**	$ 19.41	$ 19.80	$ 20.19
Wind	**Administrative Secretary - Electric**	$ 19.42	$ 19.81	$ 20.20

***Note: Wage Schedule for Employee assigned to lead position includes $1.00 per hour over the wages listed in Appendix A**

AGREEMENT

BETWEEN

CITY OF ROCK FALLS, ILLINOIS

AND

LOCAL UNION NO. 196 OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Effective

September 1, 2013 to August 31, 2016
(CLERICAL)

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AGREEMENT

This Agreement is entered into as of this 1st day of September, 2013 by and between the CITY OF ROCK FALLS, ILLINOIS (hereinafter designated "the City" or "the Employer") and LOCAL UNION NO. 196 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (hereinafter designated as "the Union" or "employees") for and on behalf of those employees of the City occupying positions within the unit described in Article 2 of this Agreement.

In as much as the Employer and the Union desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and to regulate the mutual relations between the parties with the view of securing harmonious cooperation and for settling of any disputes, it is agreed as follows:

ARTICLE 1

CONTRACT PERIOD

Section 1.01 This Agreement, when approved and signed by the appropriate authorities for and on behalf of the City and the Union, shall have force and effect from September 1, 2013 and until August 31, 2016, and thereafter shall continue in full force and effect for successive periods of one (1) year unless written notice of the desire to terminate or modify the agreement is served by either party upon the other party more than sixty (60) days prior to the date of termination. Where written notice to terminate or modify this Agreement is timely served, this Agreement shall terminate on the stated date of expiration, provided however that the parties may thereafter mutually agree to extend the period during which this Agreement shall remain in full force and effect upon such terms as may be acceptable to both parties.

It is understood that this Agreement is subject to the approval of the International President of the International Brotherhood of Electrical Workers.

Section 1.02 Any party serving written notice of the desire to terminate or modify this Agreement upon the other party shall, at least sixty (60) days prior to the expiration of the Agreement, submit its written proposals for amendments, or for a new agreement, to the other party, and shall thereafter continue to observe the terms of this Agreement until its expiration.

Section 1.03 It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such modifications shall be in writing and signed by authorized representatives of the Union and the City.

ARTICLE 2

RECOGNITION

Section 2.01 In accordance with the certification issued by the Illinois Public Labor Relations Board pursuant to the authority of the Illinois Public Labor Relations Act (the "Act") in Case No. S-VR-98-1 and clarified in Case No. S-UC-(S)-00-019, LOCAL UNION NO. 196 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS is recognized as the exclusive representative of employees within the following bargaining unit:

> All regular full time clerks and secretaries in the City of Rock Falls Electric Office, Utility Collection Office and City Clerk's Office, excluding supervisory, managerial, confidential and short-term employees as defined in the Act, Elected Officials, the City Accountant, First Assistant City Clerk, Building and Zoning Official, Economic Development Director, Mayor's Secretary and all other employees of the City of Rock Falls

for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as defined in the Act.

Section 2.02 All functions of management of the operations of the City and the direction of its employees which are not limited by the express language of this Agreement, are exclusively vested in and retained by the Employer, including but not limited to the right to determine the means, methods and place of operations, and to decide what work or services shall be performed by employees; the right to hire, discipline or discharge employees for causes; to transfer, promote or relieve from duty because of lack of work or for other legitimate reasons; and to maintain discipline, order and efficiency; the right to make and enforce reasonable shop rules, to introduce new and improved methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities; provided this will not be used for purposes of discrimination against any employee for membership in the union.

Section 2.03 Neither the City nor the Union shall discriminate against any employee because of race, creed, color, religion, age, national origin, ancestry, sex, marital status, handicap unrelated to the ability to perform, or unfavorable military discharge as defined by federal and state laws, nor because of any employee's participation or non-participation in lawful union activity.

Section 2.04 Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa and the plural shall be substituted for the single number or vice versa in any place in this agreement in which the context may require such substitution. The use of the masculine gender in any language herein shall be construed to include the feminine gender.

ARTICLE 3

EMPLOYEES

Section 3.01 Whenever the term "Employee" appears in this Agreement, it shall be construed to mean those persons included within the bargaining unit defined in Section 2.01.

Section 3.02 All employees shall be required to serve a probationary period of employment with the City of six (6) continuous months following their date of hire. During this period, each probationary employee's suitability for employment beyond the probationary period will be evaluated by the City, and the City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal, and no probationary employee shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall thereafter be credited with seniority from their last date of hire.

Where it feels the action is appropriate, the Union may request a meeting with the Department Head or the Personnel Committee to determine whether the probationary employee was treated fairly, and the Department Head or Personnel Committee shall meet with and consider any concerns of the Union, but the decision of the Department Head or Personnel Committee shall be final.

Section 3.03 The City shall have the right to employ short-term employees as defined by the Act to perform any work required, provided such employees are employed for less than two consecutive calendar quarters in any calendar year. Such short-term employees shall not be entitled to any rights or benefits provided to employees within the bargaining unit under this Agreement, provided however that no short-term employee shall be paid less than the probationary hourly wage rate provided by this Agreement and that the employment of any short-term employees shall not cause the layoff of any regular employee.

However, the City may hire a maximum of four (4) students during the period May 1 each year to August 31 of each year. Such "summer help" must be enrolled as a student (high school or college) at the time of employment. Children of bargaining unit employees will be given preference for hire, but nothing within the contract shall restrict the ability of the City to discipline any person hired as "summer help" under the City's managerial authority. No work performed by "summer help" will reduce, curtail or replace any overtime opportunity of any regular bargaining unit employee. The requirements for payment of an hourly wage not less than the probationary wage rate provided by this agreement shall not apply to any such "summer help" which may be hired by the City.

Section 3.04 The term regular part-time employee, when utilized within this Agreement, shall include any employee hired, and regularly scheduled to work less than thirty (30) hours in a regular workweek.

ARTICLE 4

UNION DUES - CHECK-OFF AND FAIR SHARE

Section 4.01 The City shall deduct from the pay of each bargaining unit member from whom it has received a written authorization to do so, the amount required for the payment of monthly Union dues and uniform fees, provided the Union certifies to the City by affidavit the amount required to be deducted.

Such fees, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Local Union 196 office no later than ten (10) working days after such deductions are made. Written authorization of the deductions shall be submitted to the Office of City Clerk upon forms approved by the City Clerk. The City's only obligations hereunder shall be to deduct said fees and submit them to the Union, and the City shall bear no obligation or liability to the Union or to any employee for any mistakes made in compliance with such obligations.

Section 4.02 Any bargaining unit member may terminate the dues check-off by submitting written notice of revocation of the authorization to the office of the City Clerk and the Local Union 196 office.

Section 4.03

(a) All employees covered by this Agreement who are not members of Local Union196 commencing on the effective date of this Agreement, or within sixty (60) days after their date of hire, and continuing during the term of this Agreement and so long as they remain non-members of Local Union 196, shall pay to Local Union 196 each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

(b) Such fair share payment by non-members shall be deducted by the City from the earnings of the non-member employees and remitted to Local Union 196 so long as such action is legally authorized, provided, however, that Local Union 196 shall submit to the City an affidavit which specifies the amount constituting each employee's uniform fair share contribution, which in no event may exceed the monthly dues uniformly required of members of Local Union196, and which describes the rationale and method by which the fair share contribution was determined, including a list of the expenditures which were included and excluded in determining the fair share contribution.

(c) Upon receipt of said affidavit, the City shall deduct the uniform fair share contribution from the wages of any employee from whom no authorization for the deduction of monthly union dues has been received pursuant to Section 4.01.

(d) Local Union196 shall prepare a notice containing the fair share fee information specified in section (b) above, and advising that any non-member may object

to the amount of the fee: (1) through Local Union 196's internal appeal procedure, culminating in arbitration, by sending a letter to Local Union 196's president by certified or registered mail or by delivery to Local Union 196's office, at any time after the notice but within sixty (60) days after the first wage payment of the year from which his/her fair share fee has been deducted, (2) by filing an unfair labor practice charge against Local Union 196 with the Illinois State Labor Relations Board in accordance with the Rules of the State Labor Board, or (3) by taking any other action available to them at law or equity.

(e) The Union shall distribute the notice described in sub-section (d) by: (1) posting it and the Union Internal Review Procedure, and (2) providing business agents and stewards with copies of the notice for distribution to employees identified pursuant to sub-section (c), and providing additional copies to the office of the City Clerk of the City.

(f) A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to the City. The Union shall advise the City of any subsequent changes therein.

(g) Upon the Union's receipt of notice of an objector's challenge to the fair share contribution determined by the Union, the Union shall deposit in an escrow account, separate from all other Local Union 196 funds, the amount of fair share payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s) but not less than thirty-three (33%) percent of the fair share fee. The Union shall furnish objectors and the City with verification of the terms of the escrow arrangement, and upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefor shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate reward, determination, or judgment including any appeals, or by the terms of a mutually agreeable settlement between the Union and an objector of group of objectors.

(h) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the City to reduce deductions from the earnings of non-members to said prescribed amount.

(i) The rights of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members are safeguarded in accordance with Section 6(g) of the Act. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are

unable to reach an agreement on the matter, an organization shall be chosen by the employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

Section 4.04 The Union shall indemnify, defend and hold harmless the City, its officers, officials, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of any actions by the City for the purposes of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of the provisions of this Article.

ARTICLE 5

UNION BUSINESS

Section 5.01 Duly authorized representatives of the Union will be permitted to enter upon the Employer's premises at reasonable times for purposes of handling grievances or observing conditions under which employees are working. Such Union representatives shall identify themselves, and provide advance notice to the head of the Department or other supervisory employee in charge on each occasion prior to entering any premises or facilities of the City not generally open to the public, and shall conduct their activities or business without interference to the operations of the City and the employees.

Section 5.02 It is understood and agreed that there will be no Union activity or business conducted during employee working hours provided however that in connection with the processing of grievances, where a duly authorized Union officer or steward employed by the City requires to be relieved of his/her duties in order to engage in business which cannot be performed outside normal working hours, such employee shall advise the head of his/her department or immediate supervisor of such circumstances and request to be relieved of his/her duties for the period essential to handle such matter, and permission shall be granted unless the Department Head or immediate supervisor determines that the employee cannot be released from duty because of the immediate requirements of the Department's operations. The Union will notify the City Clerk in writing of the employees designated as officers or stewards, and will promptly provide notice when changes occur.

Section 5.03 Subject to the needs of the City and its operations, the City agrees to grant leaves of absence without pay for periods not to exceed two weeks to any Union official or member for purposes of Union business, provided the Department Head for the Department in which the employee works is notified at least two weeks in advance of the requested leave of absence and its duration and is able to make adequate scheduling arrangements to have the employee's job covered during such absence.

ARTICLE 6

UNION BULLETIN BOARDS

Section 6.01 The Employer agrees that the Union may install and maintain a bulletin board at a location designated by the Employer such that all employees covered by this Agreement may easily read notices posted thereon.

ARTICLE 7

STATE AND FEDERAL LAWS

Section 7.01 In the event that any of the provisions of this Agreement shall conflict with any state or federal law or presidential regulations, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

ARTICLE 8

NO STRIKE - NO LOCKOUT

Section 8.01 During the term of this Agreement, there shall be no lockout, strike, work stoppage, picketing, slowdown or other form of interference with production regardless of the cause. All employees who hold a position of officer, steward, or committeeman of the Union occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other employees and to encourage employees violating this paragraph to return to work.

ARTICLE 9

DISPUTE RESOLUTION PROCEDURE

Section 9.01 - Step 1 Where any employee or group of employees have any disagreement, dispute, difference or complaint concerning employment conditions with the City, such employee(s), accompanied by a steward if the employee elects, may submit the matter to the immediate supervisor or the department head for the involved department and consult with the supervisor or department head in an attempt to arrange a satisfactory solution, provided however that the employee(s) and the supervisor or department head shall possess no authority to make or agree to any arrangement or resolution which conflicts in any way with the provisions of this Agreement. The steward or chief steward of the Union shall be given notice of any solution agreed upon.

Section 9.02 - Step 2 When no satisfactory solution is achieved through consultations with the immediate supervisor and/or department head, any employee, group of employees and/or the Union shall have the right to submit to the department head of the involved department a grievance in writing. For purposes of this Article, a grievance shall be defined as a claim or contention by employee(s) or the Union that the Employer has violated one or more of the terms of this Agreement. To be timely and valid, any written grievance must be submitted to the involved department head within twenty-one (21) calendar days of the occurrence of the alleged contract violation or when the employee knew or should have known of such violation, and any purported grievance not filed within such period shall be deemed to be a nullity and without force and effect.

Section 9.03 Within - fourteen (14) days of the submission of a written grievance to the involved department head pursuant to Section 9.02, the involved department head or his/her delegate shall meet with the appropriate representative for the Union, and any employee filing the grievance, to explore the facts and circumstances involved, and to attempt to achieve a satisfactory solution. Within fourteen (14) days after this meeting, the department head shall prepare a written response to the grievance, summarizing the claims and contentions of the employee(s) and the union, the solution(s) proposed or agreed upon, and where no solution has been agreed upon, his/her response to the grievance, which shall be submitted to the chief steward. Where the department head concludes that additional time is required for investigation or consideration of the grievance, he shall, within the period provided for response, submit such conclusion in writing to the chief steward. The chief steward may disagree with this conclusion and appeal the grievance to the City Administrator pursuant to Section 9.04, in which event the department head's interim response shall be deemed a denial of the grievance.

Section 9.04 - Step 3 Within seven (7) days of submission of the written response of the department head pursuant to Section 9.03, the Union may appeal the decision of the involved department head to the City Administrator, and may request a meeting on the grievance. Where the request for a meeting is submitted, the City Administrator shall schedule such a meeting at the earliest available opportunity within fifteen (15) days, and shall notify the employee(s) involved, the chief steward of the union, and the department head and/or immediate supervisor of the scheduled date of such hearing and request their attendance.

At the hearing, the City Administrator shall consider the grievance, response of the department head and any additional evidence or argument submitted by the employee(s), the Union and the department head, and shall attempt to arrive at a solution satisfactory to all concerned. Where no solution is possible, the City Administrator shall render a decision on the grievance in writing and submit a copy of the decision to the chief steward on behalf of the Union within seven (7) days after the hearing.

Section 9.05 - Step 4 The decision of the City Administrator concerning any grievance shall be final and binding upon the employee(s), the Union, and the department head, unless within seven (7) days of the decision, the employee(s) or the Union submit a request to the full City Council for review of the City Administrator's decision by filing

such request in writing with the office of the City Clerk. Where such request for review is filed, the grievance and the decision of the City Administrator shall be brought before the full City Council for consideration at its next regularly scheduled meeting occurring more than five (5) days after the filing of the request for review by the employee(s) or Union. The City Council shall have the authority to consider any additional evidence or argument, which may be offered, and to adopt, amend, alter, modify or reverse the decision of the City Administrator and shall make its decision at the meeting at which the grievance is presented. The City Council's decision on any grievance shall be final and binding upon all concerned unless appealed to arbitration by the Union in accordance with Section 9.06.

Section 9.06 - Arbitration Grievances that are properly processed, but are not adjusted between the Employer and the Union, as provided above, may be referred to arbitration upon written request of the Union made within twenty-one (21) days of the Employer's answer in Step 4. When arbitration is requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within thirty (30) days from the date on which arbitration is requested, then the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) arbitrators. From such list of arbitrators, the grieving party shall strike two (2) names and the Employer then strike two (2) names and the person whose name remains shall be the arbitrator; provided, however, that either party shall have the right to reject one (1) list of arbitrators and ask for a new list from the Federal Mediation and Conciliation Service.

In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to a maximum of five (5) days prior to the date of filing of the grievance. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement. The expenses of the arbitrator shall be shared equally by the parties, and such expenses may be at the request of either party, including the cost of a written transcript of the hearing. Each party shall bear all other expenses incurred by it in connection with the proceeding.

This Agreement shall be interpreted only according to its written provisions without regard to the history of negotiations, past practices, and written matters which are not supplements to this Agreement signed by both parties.

Section 9.07 Time shall be of the essence under each provision of this Article. Where a party fails to comply with the time limitations established herein, and no agreement to extend those time limitations has been agreed upon, the grievance shall be deemed to have been decided on the basis of the last timely response. Time limits in this Article may be extended by mutual agreement between the Union and the Employer.

Section 9.08 For purposes of this Article, if at any time, the office of City Administrator is vacant or nonexistent, then the Personnel Committee of the City Council shall be substituted for an perform the functions of the City Administrator in the grievance process as delineated herein.

ARTICLE 10

SENIORITY

Section 10.01 Seniority shall be defined as each employee's length of continuous employment within the bargaining unit since his/her most recent date of hire.

Section 10.02 Each employee's seniority and employment with the City shall terminate upon the occurrence of any of the following:

(a) resignation or voluntary termination;

(b) retirement;

(c) discharge;

(d) absence from work for three (3) consecutive work days without proper notice to the head of the department of such absence and the reasons for absence unless circumstances beyond the employee's control precludes the employee from providing notice;

(e) failure to report for work upon the expiration of scheduled vacation or any authorized leave of absence unless the employee can show just cause for the failure to report;

(f) failure to report for work following written notice by the City to the last address furnished by the employee to the City Clerk of a recall from layoff, provided an employee shall have up to twenty-one (21) days after such recall notice is mailed to report;

(g) absence from work due to layoff or other reason for a period equal to the lesser of the employee's seniority or two (2) calendar year(s), provided, however, that this provision shall not apply to any employee absent from work because of any injury or illness arising from his employment with the City and covered by the Worker's Compensation Act.

Section 10.03 The City will furnish the Union a list showing the name, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The City shall post this list, without employee addresses. Within thirty (30) calendar days from the date of posting, each employee must notify the City Clerk in writing of any error concerning his/her last hiring date as stated upon such list, or the date will be considered correct and binding upon the employee and the Union from that time forth and forever. The City will furnish the Union notice of any changes to the

seniority list, and will furnish a revised list every twelve (12) months, which will also be posted in accordance with the procedures above.

Section 10.04 The City retains the right to select employees to fill positions within the City administration outside the bargaining unit established in Section 2.01 in its unfettered discretion.

Where an employee accepts a transfer or promotion to a position outside the bargaining unit, other than on a temporary basis, the employee shall cease to accumulate or accrue further seniority within the bargaining unit after the date of transfer or promotion, but shall retain seniority previously accumulated while employed within the bargaining unit for a period of six months only, after which any accumulated bargaining unit seniority shall terminate.

ARTICLE 11

LAYOFF AND RECALL

Section 11.01 Where the City determines it is necessary to reduce the number of employees employed within the Bargaining Unit, the City may, at its discretion, layoff employees, after giving notice in writing delivered thirty (30) days in advance by personal delivery or certified mail addressed to the last available address of Local 196 Union Hall, and the City shall follow the following procedures in the layoff and recall of employees:

(a) All probationary employees shall be laid off before any employee with established seniority;

(b) Thereafter, employees within the Bargaining Unit, will be laid off in inverse order to their established seniority, provided, however, that any employee with greater seniority must be qualified and able to satisfactorily perform the duties of any new position to which the employee will be assigned because of the layoff of a less senior employee in order to avoid layoff in place of a qualified less senior employee;

(c) In recalling employees from layoff, the City will recall employees with established seniority in inverse order of their layoff from the Unit, provided that the employee being recalled is qualified and able to satisfactorily perform the duties of the position within the Unit to be filled by recall;

(d) Nothing in this article shall prevent or bar the Union and the City from mutually agreeing to a program designed to avoid or curtail layoffs by spreading available work or hours among employees within the unit.

ARTICLE 12

POSTING OF VACANCIES AND JOB BIDDING

Section 12.01 Where any vacancy or job opening within the bargaining unit occurs, such vacancy or opening will be filled by first posting the opening for bidding by employees within the bargaining unit. Notice of such opening or vacancy will be posted upon the bulletin board of the Unit for seven (7) calendar days before other means are utilized to fill the vacancy or opening. Interested employees may bid for the vacancy or opening by submitting a written statement of interest to the head of the department within which such vacancy or opening exists, and shall forward a copy of their bid to the steward or chief steward of the Union. Where no timely bids are submitted for any vacancy or opening, the City may thereafter proceed to fill the job or position in the manner it deems appropriate. The job description, or a statement of the job's duties, any special qualification required for the job, work hours and job wage scale shall be made available to any interested employee upon request to the Department Head where the vacancy exists.

Any temporary assignment or transfer of any bargaining unit employee to a new or different job assignment or newly created position, which is reasonably expected to last for thirty (30) days or more, shall be done according to Job Bidding Procedures, in accordance with this Article.

Section 12.02 In the awarding of bids such decision by the Employer shall be made within thirty (30) days of the closing of the bid posting period. When necessary, temporary assignment will be made within this thirty (30) day period. The above action taken shall be posted on the bulletin board in each department within seven (7) days of the date of the decision by the Employer.

Section 12.03 Where any vacancy or job opening occurs within the Public Works or Electrical Department, notice of such vacancy or job opening shall be posted upon the bulletin board assigned to this Unit at the same time as notice is posted upon the bulletin board of the Public Works and Electrical Department bulletin boards. Members of this Unit shall be permitted to submit a bid to fill the vacancy or job opening, and if the position is not filled by appointment of an employee from the bargaining unit comprising the employees within the Public Works or Electrical Departments in accordance with the provisions of the collective bargaining agreement governing them, then notice of such continuing vacancy or opening shall be posted (referred to herein as "secondary posting") upon the bulletin board assigned to this unit on the eighth (8th) day following initial posting of the vacancy or opening notice. Any interested member of this unit may then bid for the vacancy or opening by submitting a written statement of interest to the head of the department within which such vacancy or opening exists, and shall forward a copy of their bid to the steward or chief steward of the Union within two (2) days of the secondary posting. The job description, or a statement of the job's duties, any special qualification required for the job, work hours and job wage scale shall be made available to any interested employee upon request the Department Head where the vacancy exists.

Where no timely bids are submitted for any posted vacancy or opening, the City may thereafter proceed to fill the job or position in the manner it deems appropriate.

Section 12.04 In filling job vacancies, including promotions, the following factors shall be used except as provided otherwise:

(a) Ability to do the work measured by physical fitness, experience, training, skill and demonstrated work habits; and

(b) Seniority.

Where, as measured by factor (a), two or more applicants are substantially equal, factor (b) shall govern. Final determination of ability shall be made by the Employer, except that any dispute, which may arise in this connection, shall be handled in accordance with the provisions of this Agreement for the settlement of grievances.

Section 12.05 Any employee who successfully bids for any vacancy or job opening shall be given a qualifying period of six (6) continuous months following transfer or promotion to the vacancy or job opening, and will be given the opportunity during this period to demonstrate the ability to satisfactorily perform the duties of the job or position. Where the employee fails to demonstrate the ability to satisfactorily perform the duties of the job or position, the employee shall return to his/her previous position within the unit and the vacancy or opening will be re-posted for bidding.

Section 12.06 Where any employee successfully bids for any vacancy or job opening, and successfully demonstrates the ability to perform the duties of the job or position during the qualifying period, the employee shall be ineligible to bid for any further vacancies or job openings for a period of twelve (12) months following completion of the qualifying period in such job or position unless waived by the Employer.

Section 12.07 Any employee bidding for a vacancy or job opening may, prior to acceptance of a successful bid, withdraw his bid for such vacancy or job opening by submitting written notice of the withdrawal to the department head, provided, however, that the City shall not be required to re-post the vacancy or job opening by reason of any withdrawn bids. Employees withdrawing bids upon a vacancy or job opening shall be ineligible to bid for any further vacancy or job opening for a period of three (3) months thereafter unless waived by the Employer. Once a bargaining unit job vacancy is filled, the Employer will notify the Chief Steward in writing as to who was awarded the job.

Section 12.08 Any employee who has successfully bid to an apprenticeship job in the Electrical Department, and who has completed his/her six (6) month probationary period will be required to complete the lineman apprenticeship program. This will be furnished by the City, and the Employee will be required to complete each set of lessons in the designated time period of six (6) months. If the Employee does not meet the above requirements, he/she is liable for termination. Any employee who successfully bids to a

vacancy pursuant to this article will be paid at the wage rate fixed by the contract for the position to which the bid is awarded with the Employee's seniority.

ARTICLE 13

HOLIDAYS AND HOLIDAY PAY

Section 13.01 The following dates (or dates observed as such) shall be observed as holidays during the course of the calendar year:

January 1st (New Year's Day)	Labor Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Eve Day
	Christmas Day

Where a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, and where a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Section 13.02 Regular full-time employees shall be paid eight (8) hours pay at their current hourly wage rate for each holiday on which they are eligible to receive pay for a holiday. Regular part-time employees shall be paid at their current hourly wage rate for the average number of hours regularly scheduled per workday for each holiday on which they are eligible to receive pay for a holiday.

Section 13.03 Where any holiday occurs during an employee's scheduled vacation period, the employee may, with prior approval from the department head, elect to extend his scheduled vacation an additional day, or may elect an additional day of vacation to be scheduled pursuant to the provisions of Article 14.

Section 13.04 To be eligible to receive pay for a holiday, every employee shall be required to work the last regularly scheduled work day before, and the first regularly scheduled work day after, the holiday, provided however, that where verification of illness or excusable absence deemed reasonable by the department head is provided, the employee shall nevertheless be eligible for holiday pay.

Where an employee is scheduled to work on any holiday, the employee must report for work as scheduled, and any employee who fails to report for work shall not be eligible for pay for the holiday, provided however, that where verification of illness or excusable absence deemed reasonable by the department head is provided, the employee shall nevertheless be eligible for holiday pay.

Section 13.05 In addition to the regular holiday pay provided herein, any employee who works on a holiday shall receive double the current hourly wage rate for the job for all hours actually worked on a holiday.

Section 13.06 Employees shall be entitled to two (2) personal days off with pay during each year of this Agreement beginning January 1, 2001, which shall be used during the calendar year in which it is authorized, except that the employee may carry over one (1) personal day to the next calendar year, so long as no employee shall utilize more than four (4) personal days in any calendar year. In order to utilize personal day(s), the employee must request authorization to utilize the day twenty-four (24) hours in advance (if possible), and must receive approval of his/her supervisor or department head. Personal day(s) may be used in no less than one-hour increments with approval of the supervisor or department head.

An Employee shall be entitled to a third personal day per calendar year beginning with the next calendar year following completion of seven (7) years of service, and if the employee elects to not use the third day in any calendar year, he/she shall receive one-half day's pay at the then current wage rate in lieu thereof.

An Employee shall be entitled to an additional one-half (1/2) personal day beginning with the next calendar year following completion of fifteen (15) years of service, and if the employee elects to not use the additional one-half (1/2) day in any calendar year, he/she shall receive one-quarter (1/4) day's pay at the then current wage rate in lieu thereof.

ARTICLE 14

VACATIONS

Section 14.01 All regular full and part-time employees shall be eligible for vacation time during each calendar year of this Agreement on the basis of the following schedule:

After one year of service -- one week
After two years of service -- two weeks
After five years of service – two weeks and two days
After seven years of service -- three weeks
After ten years of service -- three weeks and one day
After twelve years of service -- three weeks and three days
After fifteen years of service -- four weeks
After twenty years of service -- four weeks and two days
After twenty-five years of service -- five weeks

Section 14.02 Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the Department Head. However, if an anniversary date of hire reached by an Employee results in that Employee's eligibility for additional vacation, such additional vacation

shall be immediately available for use by the Employee, subject to the scheduling requirements of the this article. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of any calendar year, the employee, upon completion of one full year of service with the City, shall be eligible for the vacation time specified in Section 14.01 during the remainder of that calendar year.

Prior to February 1 of each year, employees shall be entitled to schedule their vacation time in order of their department seniority, provided however, that no employee shall be entitled to schedule more than three weeks of vacation time consecutively. After February 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing, but provided that an employee may not be denied the right to take scheduled vacation of one (1) week or more if no other employee has previously scheduled vacation for the requested period. If the City for any valid reason refuses an IBEW employee vacation time, that employee's fiscal dates will be extended forty-five (45) additional days, or, with the consent of the City Administrator, the employee may elect to receive pay, computed at the employee's regular hourly rate, for up to one (1) week of vacation in lieu of taking the vacation as time off work.

Section 14.03 To be eligible to receive pay for vacation time, every employee must have worked at least twenty-six weeks during the preceding calendar year, provided however, that any week not worked during a year due to any work-related injury or illness covered by the Worker's Compensation Act shall be considered time worked for purposes of vacation pay.

Section 14.04 Regular full-time employees eligible to receive pay for vacation time shall be paid for forty hours at their current hourly wage rate for each week of vacation time. Regular part-time employees eligible to receive pay for vacation time shall be paid according to the average number of hours of work for which they are regularly scheduled each week at their current hourly wage rate for each week of vacation time.

Section 14.05 No employee shall be entitled to accumulate or accrue any vacation time or vacation pay from year to year, or to take vacation pay and work in lieu of vacation time, except as specified in Section 14.02 above. For each completed month of service during the calendar year in which the employee terminates, the employee shall receive one-twelfth (1/12 or .083) percent of his or her annual vacation pay. . An employee who: (i) resigns his or her position after giving at least 2 weeks notice of resignation; (ii) is released from employment by the City due to reduction of employees or layoff; or, (iii) whose employment is terminated for any other reason except discipline or performance shall receive pay for any vacation credited under section 14.02 or accrued under this section, such pay to be included with the final paycheck of the employee. However, an employee whose employment is terminated by resignation without at least 14 days notice

or for disciplinary or performance related issues shall not be paid for vacation accrued under this section for the year in which the termination occurs. All payments for vacation shall be made to the employee within 14 days of the termination of employment, or, if the basis for termination is disputed, within 14 days of resolution of the dispute.

Section 14.06 Vacation may be used in no less than one-half day increments. However, if an employee has exhausted personal leave and sick leave, the employee may utilize vacation in 2 hour increments for medical or sick leave purposes.

ARTICLE 15

SICK LEAVE

Section 15.01 Each regular full and part-time employee shall be granted one day of sick leave with pay for each month of service, or a maximum of ten (10) days per year, to be used whenever the employee, by reason of any injury or illness not arising out of his/her employment, is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of one hundred twenty (120) days of unused sick leave for subsequent use, But provided that no days in excess of ninety (90) shall be eligible for compensation under Section 15.04 hereof. Notwithstanding other restrictions upon use of sick leave, an Employee who is unable to work because of injury or illness arising from or out of his or her employment shall be entitled to be paid under sick leave benefits for the first three (3) days of absence due to such work related illness or injury, but further provided that if the Employee later is eligible for and receives temporary total disability benefits under the City's Workers' Compensation Program, then the wages paid to the Employee for such initial three (3) day period of absence shall be due and payable to the City by the Employee within thirty (30) days. If the Employee fails to voluntarily reimburse the City, the City may deduct such amounts from the Employee's next payroll following the thirty (30) day period. Once reimbursed, the Employee's sick days shall be added back to the Employee's total available sick leave.

Section 15.02 Where any employee has accumulated the maximum number of unused sick leave days authorized above, and does not utilize any sick leave days in a calendar year, the employee shall be entitled to one day's pay at the current hourly wage rate for his/her perfect attendance during the year. Where any Employee has accumulated the maximum number of unused sick leave days authorized above, and utilizes only one (1) sick leave day in a calendar year, the employee shall be entitled to one-half day's pay at the current wage rate for his/her attendance during the year.

Section 15.03 The sick leave benefits provided herein are to be utilized only when an employee has a legitimate injury or illness which precludes the employee from performing the duties of his/her job or when an employee needs to attend to a member of the employee's immediate family because of a serious injury or illness. Immediate family member shall be limited to the employee's legal spouse, child, parent, grandchild and

grandparent. Employees may also utilize sick leave to care for any other form of relative, as long as that relative resides in the employee's household at the time of such serious illness or injury. The head of each department may require adequate verification of the employee's or family members asserted illness or injury, including the certification of an attending physician attesting to the illness or injury or disability, whenever the department head has reason to believe that such verification is necessary. Where such verification is requested, sick leave days with pay shall be denied when the verification is not submitted, in addition to any disciplinary measures found to be appropriate by the City.

Proper notice of any illness or injury, or of the need to attend to an immediate family member, and the inability to work as scheduled as a result, shall be furnished in advance of any absence to the department head or immediate supervisor in order to qualify for sick leave pay benefits. Sick leave benefits shall be available for any absence for any elective surgery, and may be used for any form of preventive medicine or treatment requiring the employee to take time off during working hours to see a doctor, receive hospital or clinical services or similar medical attention. Such usage must be reported to the supervisor prior to leaving the work station.

Section 15.04 Upon termination of employment by the employee, the employee shall be entitled to be paid for any accumulated unused sick leave at the rate of two day's pay for each ten accumulated unused sick leave days, and the pay shall be computed at the rate applicable to the employee on the last day of his/her employment.

Section 15.05 Where an employee has accumulated the maximum unused sick leave of ninety (90) days specified in Article 15.01, the employee will be permitted to accumulate additional unused sick leave days solely for purposes of IMRF retirement credit upon retirement. Any unused sick leave days accumulated in excess of ninety (90) days shall not be available for use for sick leave with pay, nor compensation pursuant to Section 15.04, and may be utilized solely to obtain additional credit for retirement under the Illinois Municipal Retirement Fund. Employees shall be notified annually of their sick leave balance, which exceeds (90) days.

ARTICLE 16

BEREAVEMENT LEAVE

Section 16.01 Each regular employee shall be allowed seven (7) days off with pay in the event of the death of the employee's legal spouse, or natural or adoptive child. Three (3) days off with pay shall be allowed a regular employee to attend the funeral and to details of any funeral when a death occurs in the employee's immediate family, which shall include the employee's father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, grandparent, grandchild or son-in-law or daughter-in-law. One (1) day off with pay shall be granted to an employee to attend the funeral of a grandparent-in-law, brother-in-law, or sister-n-law. In addition, up to two (2) sick leave days may be

used to supplement any bereavement leave, with notice to the department head in advance of that use. In addition, days off without pay may be granted due to the death of any other close friend or relative with the approval of the department head.

ARTICLE 17

JURY DUTY

Section 17.01 Where an employee is required to serve upon a jury during his/her regularly scheduled work time, the employee shall receive his regular hourly wages for such period of time. In order to be eligible for payment for lost work time spent on jury duty, however, the employee shall be required to verify and turn over to the City all compensation received for service on jury duty.

ARTICLE 18

LEAVES OF ABSENCE

Section 18.01 Any regular full or part-time employee may request a leave of absence without pay for a period up to one year by submitting the request in writing to the head of the department where the employee works, with copies to the office of City Clerk and to the chief steward. Any requested leave of absence shall be subject to the approval of the department head and the mayor, who may approve or disapprove the request on the basis of the operating requirements of the department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the department head and the mayor, and shall be deemed to have voluntarily terminated their employment with the City where they fail to comply with such limitation. Employees granted a leave of absence shall not have any guarantee of reinstatement to the position held before taking a leave of absence upon their return, and shall neither accrue nor accumulate seniority during such leave of absence.

Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

Section 18.02 - Childcare Leave Any regular employee who is to become a parent of a newborn or adoptive child shall have the right to an unpaid leave of absence of up to three months. The leave will begin and salary shall stop at the end of the last full day of employment. An employee who is placed on childcare leave will retain any accrued annual leave, but no benefits shall be earned during the childcare leave period. In the case of adoption, the beginning of the leave period shall be determined by the adoption agency in relation to the availability of the child.

Application for childcare leave should be filed with the department head at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule shall be omitted, but the employee must notify the department head at the earliest opportunity of the intent to take such childcare leave. Written application for childcare leave shall:

1. Be accompanied by the proper certification of impending childbirth or adoption by the employee's physician or adoptive agency;

2. The date that leave is requested to begin;

3. The anticipated date the employee expects to return to normal duties;

4. Employees on childcare leave, upon payment of the appropriate premiums, may continue their coverage under the City's life insurance, health insurance, and disability insurance programs.

When the employee indicates in writing the intention of returning to work, the department assumes an obligation to reinstate the employee to the same position or to one of equal status and pay, provided that such written notice must be presented at least seven (7) days in advance of the anticipated date of return. Such leaves shall not be subject to extension beyond the initial period requested.

Section 18.03 - Military Leave Any regular employee who leaves active employment for the purposes of being inducted, entering, determining physical fitness to enter, or performing training duty in the armed forces or Coast Guard, either by enlistment, draft or recall will be granted a leave of absence.
Upon the expiration of such leave of absence, each employee will be restored to his/her former job classification or to a position of like seniority, status and pay, unless circumstances of the City have so changed as to make it impossible or unreasonable to do so, provided:

1. Application for re-employment is made within 90 days after discharge from active service or hospitalization continuing after discharge for a period of not more than one year;

2. The employee presents a certificate showing satisfactory completion of service;

3. The employee's voluntary period of enlistment or recall to active duty does not exceed four (4) years, plus one (1) year additional voluntary extension of active duty if the extension is at the request and for the convenience of the government.

Any employee who, as a member of the military reserve unit of the United States or State of Illinois, attends special training assignments, shall be given leave--not to exceed 15 calendar days a year. This special leave shall in no way affect vacation, sick leave, or

other emergency leave benefits of the employee's job status. The employee will receive full pay during the absence which shall be computed at the amount equal to 100% of base pay less any taxable wages paid by the reserve unit of the United States or State of Illinois.

Section 18.04 - Child Birth Leave Each regular employee shall be allowed one day off with pay where the employee has a newborn child or adopts a child not previously a member of the employees household, which leave may be taken on the date the child is born or adopted, or on the date the child is released from the hospital or adoption agency to go home following birth or adoption, or may by split between those two dates. The foregoing shall apply to a child adopted up to eighteen (18) years of age. Up to four (4) additional days of leave with pay shall be granted and charged to sick leave if an employee elects to take such leave, and said leave shall be taken in conjunction with the aforementioned initial day of leave.

Section 18.05 - Americans With Disabilities And Family And Medical Leave Act Compliance The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. The parties also agree to comply with the Family And Medical Leave Act of 1993, as enacted or hereafter amended. Requests for leave under the statute shall be submitted to the City Clerk's office.

Where an employee contends either the City or the Union, or both, have failed to comply with the Americans With Disabilities Act, or the Family And Medical Leave Act, the employee may pursue relief under the grievance and arbitration procedures of this Agreement, provided the employee electing to do so gives the City and the Union written notice of his claim or contention(s), and agrees to submit such claim or contention(s) to arbitration proceedings which shall be final and binding upon him.

ARTICLE 19

INSURANCE

Section 19.01 The City will continue to provide medical health insurance coverage to regular full-time employees and their dependents upon the same terms accorded to employees of the City not within the bargaining unit described herein. The City and City administration retains the right to change insurers or insurance policies whenever such actions are deemed appropriate. Coverage under the medical health insurance shall terminate whenever an employee's seniority and employment relationship terminates under this Agreement. Employees on layoff or any leave of absence or absences of more than 120 days duration shall be required to pay the costs of maintaining their insurance coverage should they elect to maintain their coverage.

Section 19.02 During the term of this contract, the cost of premiums required to maintain medical health insurance coverage for regular full-time employees and their dependents shall be paid by the City and Employees as follows:

The City shall pay eighty-four percent (84%)of the premium, and the Employee shall pay sixteen percent (16%)of the premium. Upon authorization, the City will deduct the employee's payment from his/her paycheck each month, but each employee shall have the sole responsibility for submission of any required premium payments to the City in advance to insure continuation of coverage, and the City shall assume no responsibility for the employee's failure to make such payment and any lapse of coverage resulting from it.

For any employee hired, or whose first date of employment is on or after January 1, 2011, then the percentages of participation in insurance plan and coverage costs as set forth above shall not apply, and in lieu thereof the following shall apply:

(a) The City shall pay or contribute eighty percent (80%) of such cost;
(b) The employee shall pay or contribute twenty percent (20%) of such cost.

Section 19.03 Any bargaining unit employee who has attained age sixty (60), and after twenty-five (25) years of continuous service as an employee of the City and who elects to retire, shall be entitled to continue participation in the group health care plan maintained for employees of the City, and the City shall pay a portion of the customary and usual monthly cost for that health care plan according to the following schedule:

Period following retirement	Portion of cost to be paid by City
1st year	90%
2nd year	80%
3rd year	70%
4th year	60%
5th year	50%

The amounts to be paid by the City as contributions to the cost of participation of a retired employee in the group health care plan according to the above schedule shall continue until the employee is eligible for participation in the federal Medicare program, at which time the City's participation in accordance with this paragraph shall cease, and thereafter the City's participation in health care plan costs for the retired employee shall be in accordance with other policies of the City. For any Employee hired after August 31, 2008, in lieu of the table of cost division set forth in this section, for each of the five (5) years following retirement, the City shall pay 60% of the cost of the insurance, and the Employee shall pay 40%.

ARTICLE 20

CONTRACTED WORK

Section 20.01 The Employer may contract out work as long as such contracting out does not result in either layoff or part-timing of employees.

Section 20.02 The department heads and management with supervisory authority over clerical employees within the unit shall not be permitted to perform any work on any established bargaining unit job within their department except in the following situations: (1) in case of emergency; (2) for purposes of instruction or training of an employee; (3) in testing or demonstrating new equipment, methods, operations or processes; and (4) whenever employees covered by this Agreement and qualified to perform the work are unavailable for the work. There shall be no restriction or limitation of any nature on the work, or the circumstances under which any supervisory employees or management or confidential personnel within the City of Rock Falls Clerical Unit beneath the level of Department Head shall perform any work for the City.

ARTICLE 21

WAGES

Section 21.01 During the term of this Agreement, the hourly wage rate for all bargaining unit employees shall be accordance to Appendix A Wage Progression Schedule.

Section 21.02 An employee assigned to a lead position in the utility collections department for a half shift or longer shall be paid an additional One Dollar ($1.00) per hour above the employee's then base rate of pay. The compensation rate for an employee assigned permanently to a lead position who is absent for any reason, e.g., vacation, sick leave, holidays, etc., shall include the additional One Dollar ($1.00) per hour.

21.03. Longevity increase. Effective prospectively only from September 1, 2013, employees shall receive as an addition to the base pay provided for herein and in the attached schedules, longevity amounts calculated as follows:

Beginning on the 10th anniversary of the date of hire, and on each 5th anniversary thereafter, the amount of thirty-five cents ($0.35) per hour.

ARTICLE 22

HOURS AND OVERTIME

Section 22.01 The normal work week for regular, full-time employees shall consist of forty hours per week, and five consecutive work days, Monday through Friday. The normal work week for regular part-time employees will be established by the department head.

The normal work week set forth above shall not be applicable to any newly created jobs or operations not in existence when this Agreement was entered into by the parties. With respect to any newly created jobs or operations established after the date of this Agreement, the City administration shall retain the right to establish the initial work week and/or work hours for employees.

Section 22.02 The normal work day for regular, full-time employees shall consist of eight (8) hours per day, with one-half hour unpaid lunch period, which shall include travel time for purposes of obtaining lunch. The normal shifts shall be:

Administrative Secretary-Electrical		7:00 AM to 3:30 PM
	(1/2 hour lunch)	
Clerk-Receptionist		8:00 AM to 5:00 PM
	(1 hour lunch)	
Payroll-Data Processing Clerk		8:00 AM to 3:00 PM
	(1 hour lunch)	
Utility Collections Supervisor		8:00 AM to 5:00 PM
	or	7:00 AM to 4:00 PM
	(1 hour lunch)	
Utility Collections Clerk		7:00 AM to 4:00 PM
	or	8:00 AM to 5:00 PM
	(1 hour lunch)	

(shift assignment to de determined by supervisor and to be rotated among clerks, including the Utilities Collection Supervisor).

Provided, however, the department heads shall retain the right and discretion to vary the starting and quitting times on a shift by one (1) hour either way for particular job classifications, crews, divisions or departments whenever such action is necessary. The department head in each department shall establish the scheduled starting and quitting time for specific job classifications and/or divisions within each department according to the operational requirements of the City, provided that if the established starting and quitting time for any employee is altered once scheduled without twenty-four (24) hours advanced notice, the employee shall be paid at the regular overtime rates for the period worked with less than twenty-four (24) hours notice.

The City retains the right to schedule employees within different job classifications, divisions and/or departments on staggered starting and stopping times to maintain continuous operations whenever the City concludes such actions are necessary or appropriate. Any employee scheduled to work a shift in which two (2) hours or more of the employee's eight hour day will occur other than between the regular shift hours of 7:00 AM and 4:00 PM., or between the hours of 8:00 AM and 5:00 PM shall, in addition to regular wages, be paid a shift premium of twenty-five (25) cents per hour for all scheduled work hours.

Section 22.03 Employees will be permitted two (2) fifteen (15) minute rest periods during each regularly scheduled work day, one during the first four (4) hours of work and a second during the second four (4) hours of work. Rest periods shall be arranged by the department head or immediate supervisor in the manner most compatible with departmental operations.

Section 22.04 Employees will be paid overtime pay at the rate of one and one-half times the current wage rate for all hours worked in excess of eight hours per work day or forty (40) hours per work week, except as otherwise provided. Full time employees will be paid one and one-half times the current wage rate for any hours worked on a Saturday, except as otherwise provided.

After sixteen (16) consecutive hours of work, with intermission for meals included, Employees shall be paid at the rate of twice the then current wage rate for all hours worked until released, and, if the Employee is called back to work before having eight (8) consecutive hours off duty, shall continue to receive pay at double the then current wage rate.

For all hours of any rest period following sixteen (16) or more consecutive hours of work, which fall within the Employee's regular work shift, the Employee shall be paid at regular straight time rate, and all employees shall be available for work during the rest period. However, no pyramiding of overtime shall be allowed.

Section 22.05 Employees will be paid premium pay at the rate of double the current wage rate for all hours worked on Sunday. There shall be no pyramiding or duplication of any overtime or premium pay for Sunday and holiday work.

Section 22.06 Insofar as it is practical, the Employer will attempt to distribute scheduled overtime work equitably among employees within each job classification, division or department to the extent such employees are qualified to perform the duties required within the classification or division to be performed on overtime, and customarily perform such job classification or duties during their regularly scheduled work week.

Any errors in the distribution or assignment of scheduled overtime opportunities shall be remedied and corrected by assignment of scheduled overtime to the affected employees on the next occasion scheduled overtime is required. It shall be understood that each employee shall be required to work any overtime scheduled, unless the department head

or immediate supervisor authorizes and approves the substitution of another employee who has agreed to work such overtime. Where an employee substitutes for another employee on scheduled overtime, the employee originally scheduled for the overtime shall be charged with such overtime opportunity. Employees shall not be called for pre-arranged overtime work when they are off for an approved leave.

Section 22.07 With respect to unscheduled or emergency overtime opportunities occasioned by unanticipated circumstances or adverse weather, the Employer will attempt, to the extent it is practical, to distribute available overtime opportunities equally among the employees within each job classification, division or department to the extent the employees are qualified to perform the duties required within the job classification or division to be performed on overtime, and customarily perform such duties or job classification during their regularly scheduled work week. Any errors in the distribution of assignment of unscheduled overtime or overtime opportunities shall be remedied and corrected by assignment or offer of unscheduled overtime opportunities to the affected employees on the next occasion unscheduled overtime is required.

It shall be understood that whenever more senior qualified employees refuse unscheduled overtime opportunities, the least senior employee available within the job classification or division who is qualified to perform the duties necessary shall be required to work the unscheduled overtime, but shall not be charged with any overtime opportunity in that event.

Each department or division shall maintain an annual list of the unscheduled overtime opportunities worked or refused by employees, which list shall be updated and posted monthly, and used to assign and distribute further unscheduled overtime opportunities. Where an employee refuses unscheduled overtime opportunities, the employee shall be charged with the actual hours of overtime opportunity refused. In addition, the department head's only obligation shall be to attempt to contact any employee to be offered overtime opportunities by telephone, and any employee who cannot be reached by telephone or who fails to answer shall be charged with an overtime opportunity refused in such circumstances.

ARTICLE 23

CALL OUTS AND STAND BY

Section 23.01 Whenever any employee is called to work outside his regularly scheduled work hours, and is not on stand-by assignment, the employee shall be entitled to a minimum of two (2) hours at the applicable overtime rate provided by this Agreement. To be entitled to the full two (2) hours pay, however, the employee must be available for work during the full two hour period. However, the minimum pay provisions of this Article shall not apply to scheduled overtime work.

ARTICLE 24

SAFETY

Section 24.01 The City and the Union have established a joint safety committee composed of three (3) representatives from the bargaining unit comprised of employees within the Public Works and Electrical Departments and three (3) representatives appointed by the City Council for the purpose of studying safety issues, and making recommendations to the City administration concerning rules governing safe work practices and a safety program. In addition to the representatives appointed under the collective bargaining agreement governing Public Works and Electrical employees, there shall be appointed by this Unit one (1) additional representative to that Safety Committee, and if a representative is so appointed, then the City council may appoint one (1) additional representative. The safety Committee shall function as described in the collective bargaining agreement governing Public Works and Electrical Department employees.

Section 24.02 It is recognized that the department head and the immediate supervisor in each department are responsible for insuring employee compliance with any safety rules and standards. Employees shall be obligated to comply with any existing safety rules and standards established for the job, and to cooperate with the department head and/or supervisor in order to insure the safe performance of every job.

ARTICLE 25

MISCELLANEOUS PROVISIONS

Section 25.01 The City shall form a city-wide Health Plan Committee which shall include at least one employee from each bargaining unit with which the City has collective bargaining agreements, and at least one department head or supervisor. The bargaining unit member shall be appointed by the unit of which the employee is a member. The committee shall be advisory in nature and will work with the City in developing cost containment strategies for the employee health care plan. The City shall provide Chief Steward and the Union with a copy of the health care plan financial status.

Signed on behalf of the City of Rock Falls, Illinois and Local Union No. 196 of the International Brotherhood of Electrical Workers, AFL-CIO this 20th day of AUGUST, 2013.

CITY OF ROCK FALLS, ILLINOIS

LOCAL UNION 196
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

William O. Kennott
Mayor of the City of Rock Falls

Eric Patrick
Business Manager, Local Union 196,IBEW

City Clerk