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**AGREEMENT BETWEEN THE
CITY OF BENTON, ILLINOIS
AND
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS**

LOCAL 318

May 1, 2024 - April 30, 2028

AGREEMENT BETWEEN THE
CITY OF BENTON, ILLINOIS
AND
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 318

THIS COLLECTIVE BARGAINING AGREEMENT is entered into by and between the CITY OF BENTON, ILLINOIS (CITY) and LOCAL 318 of the INTERNATIONAL UNION OF OPERATING ENGINEERS (UNION).

Article I.
PURPOSE

In entering into this Agreement, both parties recognize that the purpose of the City and the general welfare of the public is served by providing quality public and protective services to its citizens in an efficient and responsible manner. Accordingly, the parties recognize that the general purpose of this Agreement is to promote the purpose of the City and the general welfare of the public and to provide for the operation of the City's business under methods and conditions that will to the fullest extent possible further safe, harmonious, productive and uninterrupted operations with maximum quality, quantity and efficiency during the term of this Agreement. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. Further, the parties recognize that it is likewise the purpose of this Agreement to set forth their entire agreement on pay, hours and other conditions of employment; to provide a procedure for the prompt and peaceful resolution of grievances; to ensure harmonious relationships among the employees, the City and the Union; and to promote and maintain productive and efficient operations.

ARTICLE II.
RECOGNITION

Section 2.1. Recognition of Union as Bargaining Agent. Pursuant to its obligations under the Illinois Public Labor Relations Act (IPLRA), the city recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, and other terms and conditions of employment, for those employees in the bargaining unit set forth in Section 2.2 immediately below. This clause is solely a recognition clause and shall neither be deemed to nor shall constitute a guarantee or obligation (explicit or implied) on the part of the City to continue operations or any portion thereof, or as guarantee of employment to any employee.

Section 2.2. Bargaining Unit. The bargaining unit covered by this Agreement consists of all non-supervisory and non-managerial full time employees performing operations,

maintenance and/or similar work employed by the City in its Water, Sewer and Street Departments, and excluding superintendents, assistant superintendents, clerks and all other employees, as defined in the IPLRA, as amended. The word "employees" as used in the other sections of this Agreement shall mean and apply to persons included within the bargaining unit, unless by the content of the language concerned, a different meaning is clearly apparent.

ARTICLE III CLASSIFICATIONS

Section 3.1. Classifications. Job title and work shall be done by the following titles respectively and exclusively, except in cases of emergency or training, the City can take the action necessary to distribute work. Emergency schedules shall not interfere with overtime, laid-off employees or any other benefits. Only a classified Operator will be used on critical dig.

Street Department

Lead Man
First Operator
Street and Maintenance Employees

Water Department

Lead Man
First Operator in the Water Department
Water and Sewer Maintenance Employees

Sewer Department

Head Operator in Sewer Department
Assistant Operator in Sewer Department

The classifications and job titles used by the City are for descriptive purposes only. Their use is neither an indication of, nor a guarantee that these classifications or titles will continue to be utilized by the City.

The City of Benton agrees to pay for any Union employee to take a Basic Wastewater Class, one time only per employee to aid that employee in obtaining a Class 4 Wastewater License. The class must be taken during nonworking hours and no overtime will be paid for the class.

Section 3.2. New Classifications. The City shall promptly notify the Union of its decision to implement any new classification pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement at the wage rate of the predecessor title.

If the new classification contains a part of the work now being done by any of the classification covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the City of a desire to meet within ten working days of its receipt of the City's notice, the parties will then meet to review the proposed classification and if unable to reach an agreement as to its inclusion or exclusion from the unit, the City shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate under the IPLRA, the parties shall negotiate as to the proper rate of pay for the classification, with the City free to assign a temporary rate pending resolution of negotiations of the pay rate. In all events, the City and Union will observe the prohibitions set forth in Article II of this Agreement with respect to the negotiation of such pay rates for the duration of this Agreement. Any new classifications will be filled using the seniority based bidding procedure set forth in this Agreement.

ARTICLE IV NON-DISCRIMINATION

Section 4.1. Union Activity. There shall be no discrimination, restraint, or coercion by the City or by the Union against any employee because of his membership or non-membership in the Union.

Section 4.2. Equal Employment Opportunity. Neither the City nor the Union shall discriminate in the administration of this Agreement against any employee on the basis of race, color, religion, creed, sex, national origin, citizenship, age, veteran status, or mental or physical disability unrelated to the ability to perform the essential job functions (all of the foregoing within the restrictions of law).

Section 4.3. Accommodation of Disabilities. The City has full authority to implement any measures which, in its discretion, it deems necessary to comply with the Americans with Disabilities Act (ADA), or to accommodate a disability there under. It is understood that present law does not require the City to obviate or undercut seniority rights under this Agreement for job bidding purposes in order to comply with the ADA. Additionally, the City agrees to give the Union notice of any action taken to comply with the ADA that it reasonably believes may conflict with the terms of this Agreement and will meet to discuss alternatives the Union may suggest.

Section 4.4. Gender of Terms. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

ARTICLE V UNION REPRESENTATION

Section 5.1. Union Representatives. The City recognizes and will deal with Union representatives, including those chosen by the Union from among employees in the bargaining unit.

Section 5.2. Union Stewards. The Union may designate up to two (2) employees as union stewards for the bargaining unit. The Union will advise the City of the scope of responsibility of each steward. Additionally, the Union, in its discretion, will select a bargaining committee to negotiate any further agreements. The Union will select its committee as it sees fit without restrictions to whom, or how many members may participate.

Section 5.3. Notification of Union Representatives. The Union will maintain (and keep current) with the City a complete written list of its business agent(s), stewards and staff representatives (including addresses and telephone numbers) who will deal with the City. The City shall be free to refuse to deal with any purported Union representative for whom the City has not received written notification from the Union confirming such individual's status as an official Union representative authorized to deal with the City.

Section 5.4. Union Activity. The Union agrees that it will not solicit Union membership or carry on any other activities during the work time of any employee involved, or carry on such activities in working areas (whether on or off City premises) at any time or in any manner; provided, however, aggrieved employees and the necessary union stewards shall be allowed paid release time to attend all grievance meetings if scheduled during regular working hours.

A non-employee Union representative will be allowed access to City premises to meet with the City representatives, or to meet with Union stewards, or to carry out other reasonable activities that do not interfere with operations or work performed after advising the City of the matter requiring his attention and after scheduling a mutually agreeable time.

Section 5.5. Dues Check-Off. The City agrees to deduct from the pay of those employees who individually and voluntarily request it, any Union membership dues, assessments, representation fee, or fees duly established by the Union in accord with its constitution and by-laws. Within thirty (30) days of receipt of an appropriate written authorization from an employee, such authorized deduction shall be made in accord with law. The Union shall advise the City of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Dues shall only be withheld if sufficient funds are available in the employee's earnings after withholding all other legal and required deductions. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VI (No Strike/No Lockout). A Union member may revoke the dues check-off with thirty (30) days written notice to the City and the Union, provided, a member may not revoke his authorization more than once per year.

Section 5.6. Union Administration and Representation Fee. If an employee refrains from joining the Union, the employee will be required to pay a fee, which shall be his/her proportionate share of the costs of the collective bargaining process, contract administration, and the cost of pursuing matters affecting wages, hours, and other conditions of employment. In no event shall the employee's fees exceed the amount of dues uniformly required of members.

Provided further, that if the employee's reason for not joining the Union is based on a bona fide religious tenet or teachings of a church or religious body of which the employee is a member, the employee will be required to pay his/her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If an agreement is not reached on the appropriate charitable organization, the choice of the charity to which such payments will be made will come from the approved list of charitable organizations established by the Illinois Labor Relations Board.

Section 5.7. Union Indemnification. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee such amount.

ARTICLE VI NO STRIKE-NO LOCKOUT

Section 6.1. No Strike. The grievance and arbitration procedures set forth in Article VIII are the exclusive means of resolving grievances. The procedures of and before appropriate governmental administrative agencies and courts are the exclusive means of resolving a dispute of any other kind between the employee (or Union) and the City.

Accordingly, there shall not be (nor shall the Union, its agent, officers, stewards, representatives, or employees encourage, instigate, promote, sponsor, engage in or sanction) any strike (including sympathy strike), picketing, sit-down, stay-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule" situation, mass resignations, mass absenteeism, or any other intentional curtailment, restriction, interruption or interference with work, operations, or other activities of the City, regardless of the reason for so doing.

Section 6.2. No Lockout. During the term of this Agreement, the City will not institute a lockout over a dispute with the Union so long as there is good faith compliance by the Union with this Article, unless the City cannot efficiently operate in whole or in part due to a breach of Section 6.1.

Section 6.3. Union Official Responsibility. Each employee who holds a position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Accordingly, the Union agrees to notify all Union officers and stewards of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to abide by the

provisions of this Article by remaining at work (that is, those who are employees of the City) during any interruption as outlined above. In addition, in the event of a violation of section 6.1., the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its constitutions, by-laws, and/or otherwise. Where one or more employees violate a provision of this Article, the Union, including its officers, agents and stewards shall not be liable for any damages, direct or indirect, upon complying in good faith with the requirements of this section. Nothing in this section shall be construed to absolve or hold harmless any individual for violating the prohibitions of this Article.

An employee shall not be required (except when necessary due to emergency requirements or public health concerns), however, to cross a picket line where, due to express threats and/or overt acts of mass picketing or violence and the absence of adequate measures to ensure safety and security, the employee reasonably fears for personal bodily harm.

ARTICLE VII MANAGEMENT RIGHTS

Section 7.1. Management Rights Reserved. The City reserves all the rights, powers, and authority customarily exercised by management, except as may be specifically limited by the other terms of this Agreement. These management rights include, but are not limited to, the following:

- To plan, direct, control and determine all operations;
- To determine the City's objectives and policies, and to determine and set all standards of service;
- To determine what services, if any, shall be provided, and determine what services and duties are to be performed and provided by employees and where they shall be performed;
- To supervise, direct and assign employees and their activities as related to the conduct of City business or affairs;
- To establish the qualifications and conditions for employment and to select, hire, and employ employees;
- To schedule work (including overtime work) and to schedule the hours of work (including overtime);
- To lay off or relieve employees due to lack of work or funds or for other reasons;
- To determine the methods, means, organization, and number of personnel by which its operations and services shall be conducted or provided;
- To make and enforce reasonable rules and regulations;
- To promote employees;
- To discipline, demote, suspend and discharge employees for cause; provided further, that probationary and temporary employees may be disciplined, demoted, suspended and discharged without cause;
- To change, relocate, modify or eliminate existing programs, services, methods,

- equipment or facilities; and
- To determine whether services or goods are to be provided or produced by employees covered by this Agreement.

The exercise of the foregoing rights and responsibilities by the City are limited by the parties established past employment practices and by the specific and express terms of this Agreement. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under any national, state, county, or local laws or regulations. Further, the foregoing enumeration of management's rights shall not be deemed all-inclusive so as to exclude other rights of management not specifically enumerated.

Section 7.2. No Waiver of Rights. The failure of the City to exercise any function, power, or right reserved or retained by it or the exercise of any power, function or right in a particular manner, shall not be deemed a waiver of the right of the City to exercise such power, function, authority or right, or to preclude the City from exercising such right in some other manner, so long as it does not conflict with an express provision of this Agreement, or the parties' established past employment practices.

ARTICLE VIII DISCIPLINE AND DISCHARGE

Section 8.1. If it becomes necessary to discipline an employee, the following steps shall be followed:

Step 1: Verbal Warning: For a minor infraction or a first offense, a verbal warning shall be given with the employee and the union steward present, if requested. The purpose of a verbal warning is to notify an employee of a problem area and give him notice to correct the situation.

Step 2: Written Reprimand: In the instance of a more serious offense of failure to correct the infraction after the verbal warning, a written reprimand may be given. The Union Steward and the employee shall both receive a copy of the written reprimand. The reprimand shall be removed from the employer's file after twelve (12) months without further instance.

Step 3: Written Reprimand with Suspension: In the event of serious or repeated offenses, the City may give a written reprimand with a suspension, without pay, not to exceed thirty (30) days within any twelve (12) month period. The City must show just cause for such action and a copy of the written reprimand with suspension terms shall be sent or given to the employee and the Union Steward. The employee must have already been given an oral and a written reprimand, for a similar or related offense, except in the case of an alcohol or drug abuse violation, prior to receiving the suspension notice. The suspension shall be removed from the employer's file after twelve (12) months without a further instance. Should the offence involve drug or alcohol abuse, The Drug, Alcohol and Substance Abuse Policy shall supersede this section.

Step 4: Discharge: In the event of serious or repeated offenses, the City may suspend an employee up to ten (10) days subject to discharge, and thereafter discharge. Only reprimands remaining in the employee's file may be used in consideration of discharge.

Each step in the discipline process is subject to grievance procedure.

Section 8.2. Limitation. The City's agreement to use progressive and corrective disciplinary action does not prohibit the City from imposing discipline which is commensurate with the severity of the offense, up to and including discharge.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.1. Definition. A "grievance" is defined as any complaint arising under this Agreement raised by an employee or the Union alleging that there has been a violation, misinterpretation of one or more provisions of this Agreement. Should any dispute or difference of opinion arise, there shall be no suspension or disruption of work of any kind or manner, but such disputes or differences shall be resolved exclusively through the grievance procedure hereinafter specified.

Section 9.2. Procedure. The grievance shall be processed according to the following procedure. The term "working days" as used in the following procedure refers to days the City's offices are open, unless otherwise indicated. When specifically requested by an employee, a Union Steward may accompany the employee (at a mutually agreed time) to assist in the resolution of the grievance.

- Step 1: The grievance shall be orally presented to the employee's supervisor (if applicable) or the superintendent. The parties will make every effort to settle the grievance during the discussions in Step 1. All grievances must be presented no later than ten (10) working days after the employee or the Union obtained knowledge of the occurrence of events giving rise to the grievance.
- Step 2: The employee or authorized Union representative shall submit the grievance, in writing to the Superintendent. The grievance shall contain a statement of facts, the provision or provisions of the Agreement which are alleged to have been violated, and the relief for remedy requested. The written grievance shall be presented within ten (10) working days of the final decision derived from Step 1. The Superintendent shall render the City's written response to the employee and Union representative within five (5) working days after the grievance is presented. If because of the absence of the Superintendent, the grievance cannot be submitted in Step 2, within the ten (10) day period provided for such submission, the grievance shall be advanced automatically to Step 3.
- Step 3: If the grievance is not settled in Step 2, and the Union, with or without the employee, wishes to appeal the grievance to Step 3. of the grievance procedure, it shall be submitted in writing to the relevant Commissioner or his or her designee either within ten (10) working days after the receipt of the City's answer in Step 2., or within ten (10) working days of when the answer

was due in Step 2., or, if automatically advanced to Step 3. because of the absence of the Superintendent, within ten (10) working days from and after the expiration of the time for submission of the grievance in Step 2. The Commissioner or designee shall meet and discuss the grievance at a mutually agreeable time within five (5) working days of the receipt of the notice of appeal, with the authorized representative(s) of the Union. If no settlement of the grievance is reached, the Commissioner or designee shall provide the City's written answer to the Union representative(s) within five (5) working days following the meeting.

Step 4: If the grievance is not settled in Step 3., the Union may invoke arbitration by filing a written notice to the Mayor or designee withing ten (10) working days of the City's written answer in Step 3., or within ten (10) working days of when the answer was due in Step 3., whichever is later.

Section 9.3. Arbitration. If arbitration is invoked as provided in Step 4., above:

A. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator (or an alternative process), within the ten (10) day period, either party or both parties, jointly or severally, shall request the State Labor Relations Board (ILRB), Illinois Arbitration Service to submit a panel of five (5) arbitrators to the party requesting the panel. Each party shall alternately strike a name from the panel, with the Union striking first, until one name remains. The person remaining after all strikes are made shall be the arbitrator. Each party has the right to reject one (1) panel and request that a new panel be sent.

B. The arbitrator shall be notified of his or her selection by the ILRB and shall be requested to schedule a mutually agreeable date, time, and place for the hearing.

C. The City and the Union have the right to request the arbitrator to require the presence of witnesses or relevant documents. The City and the Union retain the right to employ legal counsel.

D. The arbitrator shall submit the decision in writing within ten (30) calendar days following the close of the hearing, unless extended by mutual agreement of the parties.

E. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.

F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 9.4. Limitations on Authority of Arbitrator.

A. The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues of contract administration or application appealed to arbitrator, and shall no authority to make a decision on any issue not so submitted. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement in relation to the facts of the grievance

presented. Subject to the arbitrator's compliance with the provisions of this Section 9.4., the arbitrator's decision shall be final and binding.

B. If no joint written stipulation of the issue is agreed to by the City and Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised.

C. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the duties and responsibilities of the City under law and applicable court decisions. The decision of the arbitrator, if made in accord with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the City, the Union, and the employee and all parties shall abide by it. All arbitration decisions shall be in accordance with 710 ILCS 5/1 et. Seq. (Uniform Arbitration Act).

Section 9.5. Group Grievance. If a grievance involving two or more employees arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accord with the procedure set forth in Section 9.2. above. The grievance may be signed by the number affected by the grievance or by the steward on behalf of all affected members. The resolution of a group grievance shall be limited to those employees who are affected by the grievance.

Section 9.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within the time requirements set forth in Section 9.2. If a grievance is not presented within this time limit, it shall be considered "waived" without precedence. Likewise, if a grievance is not appealed by the Union within any of the time limits set forth herein, it shall be considered "waived", without precedence, and may not be processed or pursued further. The City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step, and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 9.7. Processing Grievances. The parties shall endeavor to schedule grievance meetings specified in this Article at times which do not interfere with the work of bargaining unit members, whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the City during work hours, the grievance and/or steward shall be released from duty to attend the meeting without loss of pay, provided they shall remain available for work.

A steward and the grievant (or representative grievant in the case of a group grievance) shall be released from duty to attend any arbitration hearing held pursuant to this Article. Additionally, any necessary witnesses shall be released for the period of time required to testify in such arbitration hearing may use accrued vacation or personal leave for such time period, subject to the ordinary treatment of overtime, vacation and personal leave as addressed elsewhere

in this Agreement. All time spent at the arbitration hearing during the normal work time shall be considered time worked by the employee.

Section 9.8. Union Control of Grievance Procedure. Only the Union, as the exclusive representative of the bargaining unit covered by this Agreement, shall have the right to take to arbitration any grievance which is arbitrable under this Agreement. If the Union refuses to process a grievance on behalf of an employee or if the City and the Union settle any grievance on behalf of an employee hereunder, the employee who has filed such grievance or on whose behalf it has been filed shall be bound conclusively thereby, and the Union may not revive or further process said grievance. Where the Union (or its representative) has the authority or discretion under this Agreement to act or not to act concerning a grievance or dispute, no employees of former or former employee shall have any right under this Agreement to complain or make a claim because of such Union action or inaction.

ARTICLE X. HOURS OF WORK AND OVERTIME

Section 10.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per day, or per week. Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement. Overtime payments shall not be pyramided or duplicated. Nothing in this Article or Agreement shall be construed to create job or work jurisdiction or ownership in any particular group or classification or employees or to cause the ineffective use of manpower.

Section 10.2. Workweek, Workday, and Work Schedules.

A. When work is available the normal and regular work week for employers shall be forty (40) hours. Such schedule shall normally consist of eight (8) hours per day and five (5) consecutive days per week, or ten (10) hours per day and four (4) consecutive days per week, to be scheduled within the period of Monday through Friday, for the Street, Water, and Sewer department. However, if City constructs new treatment plant, Sewer department will work Monday through Saturday if needed. The work cycle or work week for payroll purposes shall normally begin on Sunday at midnight, (i.e. 12:01 p.m. Monday) and ends at midnight the following Sunday night (i.e. p.m. Sunday).

B. The City has the discretion and right to establish and change from time to time the work schedules upon which the City's operations will run, including the starting and ending times for workdays or shifts, and the days off available on a work schedule. Unless the Union consents to a more extensive change, such changes if permanent, shall be limited to moving the current schedules forward or backward by one (1) hour; additionally, the City shall provide seventy-two hours advance notice of such changes.

Section 10.3. Lunch and Break Periods. All employees covered by this Agreement are entitled to two paid fifteen (15) minute breaks; one during the morning and one break during the

afternoon. In addition, each employee is entitled to a one (1) hour lunch break. The Water and Streets Department workers will receive an unpaid lunch. Those employees working at the Sewer Department will receive a paid lunch period.

During emergency situations, where an employee works more than five consecutive hours and is unable to take a one-hour break (breakfast, lunch or dinner), the city will purchase the employee's meal. There is an \$10 maximum on meals provided by the City.

Employees will be allowed fifteen minutes clean-up shower time prior to the completion of the work day.

Section 10.4. Overtime Pay. All work required to be performed in excess of the regular work day or work week, shall be paid for at one and one-half (1 ½) the rate of pay computed from regular schedule (i.e. annual salary/2080 + add-on hourly compensation X 1.5).

When employees are called back to work after having been released from their regular day's work, they shall receive overtime pay for time involved, but in no case shall they receive less than two (2) hours pay at the said overtime rate. The City will not be required to pay minimum two (2) hours pay for work due to the employee's failure to correctly perform the work.

If no employee or employees are secured by the above procedure to obtain the man power needed by volunteer, then the City may require the Jr. employee within the Department with the overtime needs, to work the overtime.

Section 10.5 August 27, 2018 Overtime Clarification/Side Letter Agreement Terms

All job duties commonly done by the leadman that require overtime shall not be on a rotational basis. All "bid job" positions in all departments that require overtime shall not be on a rotational basis. (Example of bid job: Sewer Plant Head Operator, Street Sweeper Operator, Mechanic, Water/Sewer First Operator, Etc.). All other required overtime will be on a rotational basis in all departments.

*When overtime occurs in Leadman position or Bid Job positions' the employee currently in that position MUST be notified or called before overtime is offered to any other employee.

*When current Leadman is not available for overtime the Superintendent/Commissioner may appoint an employee of the bargaining unit to be the Leadman.

*When employee in current bid job is not available for Overtime the Leadman or Superintendent/Commissioner may call the next qualified employee in said department for the overtime work.

Section 10.6 Overtime/Comp Employee Election

The employee may elect to take overtime worked as comp time. Employee must make decision on overtime or comp time at the time the timesheet is turned into supervisor. A maximum of forty (40) hours will be allowed.

- Any Lead man responsible for callout/dispatching after hours will be allowed a maximum of eighty (80) hours of comp time.

ARTICLE XI HOLIDAYS

Section 11.1. Holiday Schedule. Employees shall be granted the following holidays with pay: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day. The City of Benton employees shall observe the above-mentioned Holidays on the day that the State of Illinois recognizes each holiday. In the event an employee hereunder is working on any said Holiday, said employee shall be paid for said Holiday at double time rate of pay, in addition to receiving the regular time rate for said day worked. Therefore, the employee receives double time, and his regular pay for a total of triple time when working a Holiday. Employees have the choice of taking off of work on their birthday, or they can schedule this at a later time, but birthdays will be paid at the regular time rate, not any higher rate of pay.

When a holiday falls on Sunday, the following Monday is observed as a holiday; if a holiday falls on Saturday, it shall be observed on the previous Friday, and when Christmas Eve falls on a Sunday, it shall be observed on the previous Friday.

Section 11.2. Eligibility. Only regular, full-time employees are eligible for holiday pay. Temporary and Probationary employees will receive the day off without pay.

Section 11.3. Holiday Pay. In the event an employee hereunder is working on any holiday contained in Section 11.1, the employee shall be paid for the holiday at double time rate of pay, in addition to receiving the regular time rate for the day worked. Therefore, the employee receives double time, and his regular pay, for a total of triple time when working on a holiday. Holiday pay will be calculated from 12:01am thru 12:00pm.

Section 11.4. Holidays Falling During Vacation. Where a holiday designated by this Agreement falls within an employee's scheduled vacation period and on a day designated by the employee as a vacation day, that employee will receive another day off so as to avoid any actual loss or reduction in total paid days off. The employee will be paid for the holiday at the applicable rate.

ARTICLE XII. VACATIONS

Section 12.1. Amount of Vacation. Employees hereunder, who have completed one (1) year of service, shall be granted one (1) week of vacation, two (2) years of service shall be granted two (2) weeks of vacation. Employees who have completed more than five (5) years of service shall be granted three (3) weeks of vacation per year. Employees who have completed more than ten years of service shall be entitled to an additional two (2) days of vacation for each additional year, up to fifteen (15) years of service.

Section 12.2. Eligibility. Only regular full-time employees are eligible for vacation benefits.

Section 12.3. Vacation Pay. All vacation payment shall be made at the employee's regular straight time hourly rate of pay (as set forth in Appendix A), plus any additional hourly compensation from Article XV in effect on the regular pay day immediately prior to the beginning of employee's scheduled vacation period.

Section 12.4. Scheduling and Accrual. Vacation days are selected pursuant to the seniority selection process on a first come, first serve basis. Such vacation requests are subject to approval by the appropriate commissioner. In that regard, employees must give one (1) week notice of intention to take vacation of one week or more. Twenty-four (24) hour notice shall be given if vacation to be taken is less than one week. Only one employee at a time may use vacation day(s) unless additional employee(s) receive approval from the appropriate Commissioner to use vacation day(s) at the same time.

Section 12.5. Carry-over and Buy back. Employees may carry over a maximum of two (2) weeks' vacation to be used during the following year. The unused portion may be sold to the City at the employee's regular rate of pay. Vacation time may be sold back one (1) time per year (from anniversary date to anniversary date). No later than 30 days prior to their anniversary date. The City of Benton agrees, that when a Union employee is able to sell back vacation days or sick days, this pay will be on a separate check.

Section 12.6. At the time of severance from the employment of the City of Benton, all vacation time both accumulated, and accrued time will be paid to the employee within (3) three weeks.

ARTICLE XIII. SICK LEAVE

Section 13.1. Purposes and Use of Sick Leave. Sick leave with pay is provided as a benefit in recognition that employees suffer illness or injury from time to time, and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interests or health of the employee or fellow employees to work while sick. Accordingly, sick leave may be used only when absence from work is required due to legitimate illness or injury of the employee or where reasonable necessary for the care of a member of the

employee's immediate family who suffers a legitimate illness or injury. Abuse of sick leave will be subject to discipline, up to and including discharge.

Section 13.2. Days Earned. Each full-time active employee shall be entitled to five (5) sick leave days for each fiscal year worked. During the first fiscal year worked, each regular full-time employee will earn one (1) sick day for each month worked up to a maximum of five (5) days. Employees may carry over fifteen (15) sick leave days which shall be increased to a maximum of twenty days. The sick leave will be granted at the beginning of each fiscal year. The employees will receive all five (5) sick days as of the first day of May. It is understood that sick leave days will be prorated if an employee only works a partial fiscal year. At the time of severance from the employment of the City of Benton, all sick leave pertaining to Sec. 13.2 and 13.3 that has been accumulated shall be paid to the employee within 3 weeks. (concerning regular sick time).

Section 13.3. Sick Leave Benefit Accumulation. No employees shall have more than thirty (30) sick leave days accrued at any one time. Each full time City employee may elect to be paid at the end of the fiscal year for all sick days not used over and above the twenty (20) days on the record, provided that such election shall be given in writing to the City Treasurer not less than thirty (30) days prior to April 30th of each fiscal year. Failure to give notice shall result in a forfeiture of the right of election hereunder.

Section 13.4. Reporting of Sick Leave. Any employee absence from work chargeable against sick leave shall be reported as soon as possible. The Superintendent may require a doctor's certificate to be provided when sick leave is used for the employee (or member of the immediate family) for three (3) or more consecutive workdays or where there is a pattern of sick leave suggesting possible abuse. An employee who is absent due to severe accident or to surgery must supply a signed doctor's release before he/she can return to work.

Section 13.5. Extended Care Sick Leave. Each regular full-time employee shall earn fifteen (15) extended care sick leave days annually from date of employment as a regular full-time employee, 1.25 days each month in which an employee has worked at least three (3) full weeks. Personal days, vacation time, sick days, will count toward days worked. Employees shall be eligible to use their extended care sick leave days once they have completed one (1) year of service from their anniversary as a regular full-time employee. The extended care sick leave days may be accumulated to a maximum of 150 days.

Documentation from a Doctor must be provided before an employee is eligible to receive extended care days. The City may require a Doctor's report from a Doctor of The City's choosing and at the City's expense before permitting an employee to return to work. (Only evaluate injury that you were off for). An employee may not use these days until he/she has utilized all other available paid leave. The extended care days shall not be used by an employee whose sickness, injury or disability is in any way a result of a work related incident and is eligible for Workers Compensation.

Accumulated Extended Care Sick Leave shall not be payable if the employee dies,

retires, quits, is discharged, or laid off. But the City will submit to the IMRF a form for certifying that the employee had these extended sick days and that they were not used or paid, so service credit may be obtained from the IMRF.

Extended Care Sick Leave is for the purpose of relieving the economic burden of an employee who is unable to perform work because he/she has suffered a sickness, injury, or disability away from his/her employment by the City.

ARTICLE XIV OTHER LEAVES OF ABSENCE

Section 14.1. Discretionary Leaves. The City, may in its discretion, grant a leave of absence at the request of an employee without pay under this section for any bargaining unit employee for good and sufficient reason. The City shall, in its discretion, set the terms and conditions of the leave.

Section 14.2. Military Leave. Military leave shall be granted in accord with applicable law.

Section 14.3. Jury Leave. Employees covered by this Agreement who are summoned to jury duty, or subpoenaed to appear in Court, or before any administrative body, in a matter in which they do have a personal interest shall receive time off without loss of pay provided that proper notice is given to the City and the employee signs over to the City any jury duty pay or witness fees received. An employee shall notify the City as soon as practical after being summoned.

Section 14.4. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, child, stepchild, and the parent, grandparent, brother, sister, brother-in-law and sister-in-law of the employee and spouse) an employee will be permitted up to three (3) consecutive workdays (if necessary) as funeral leave. The last day of said leave shall be no later than the day after the funeral. Two (2) workdays will be granted, if necessary, for purposes of attending the funeral service of other relatives. (With Superintendent or Commissioners approval).

Section 14.5. Leave for Non-Duty Related Illness, Injury or Pregnancy. The City will allow leave in accord with the leaves contained within the Family Medical Leave Act.

Section 14.6. Assignment upon Return From Leave. A. An employee returning from an authorized leave of absence shall have his seniority continued after the period of leave and returned to his/her previous position. The following provisions regarding time limits of leave shall govern this guarantee of seniority and position.

1. An employee may take up to three (3) months off of work for a discretionary leave of absence, pursuant to Section 14.1. However, the City Council may extend this period after reviewing the situation no later than one (1) week prior to the expiration of the three month period. The employee and the Union Steward must be notified of the

council's decision whether or not to extend the leave and any other requirements for the extension, if the Council so desires. The employee retains the right to reject the specified requirements of extension, if any, and return to work.

2. An employee on leave due to a non-work related sickness or injury, pursuant to Section 14.5, shall be limited to one (1) year of leave in order to retain his guarantee of seniority and position. This one (1) year of leave shall begin on the date that all contractual benefits of leave due him/her have been exhausted. The City retains the right to extend this time period, at their discretion, as well as any terms and conditions to govern the extension. The City shall notify the employee and the Union Steward of their decision whether or not to extend the leave no later than one (1) week prior to the expiration of the one (1) year leave, With Commissioners approval.

B. If, upon expiration of a leave of absence, the employee could or would have been laid off according to the layoff procedure set forth in Article XVI, except for his leave, he shall go directly on layoff.

Section 14.7. Personal Leave. All bargaining unit employees shall be entitled to eleven (11) personal days per year. Any employee may carry over a maximum of twenty-two (22) personal days. Any additional personal days in excess of twenty-two (22) will be used or sold back on or before May 1 of each year. No more than one employee shall be off at one time on a personal day, unless permission is granted by appropriate commissioner.

Section 14.8. Unexcused Days Off. Commissioner approved only.

ARTICLE XV WAGES

Section 15.1. Wage Schedule. Employees covered by this Agreement shall be compensated retroactive to May 1, 2024, in accord with the following schedule. The retroactive wages and supplements will be payable in a lump sum check no later than the next full pay period after the execution of this Agreement. The base rates for all positions included in the bargaining unit shall attached to this Agreement as Appendix A.

- A. Effective May 1, 2024----- Increase of 4.0% for that yr.
- B. Effective May 1, 2025----- Increase of 3.5% for that yr.
- C. Effective May 1, 2026-----Increase of 2.5% for that yr.
- D. Effective May 1, 2027-----Increase based on the April CPI for that yr.
 - Any increase in wages based on the Consumer Price Index (CPI) will be based on the "all items" CPI percentage from the U.S. Bureau of Labor Statistics the month preceding the beginning of the city's fiscal year when any wage increase based on the CPI would go into effect.

***Wage Standards:** The City of Benton and the International Union of Operating Engineers, Local 318, agree that the members of the Bargaining Unit shall receive the highest wage rate percentage increase paid to any other bargaining unit in the City of Benton so long as the

bargaining unit, represented by IUOE Local 318, is the first unit to accept a wage increase on the percentage negotiated and agreed to and paid to any other bargaining unit, this will then be adjusted in this contract to reflect the higher rate retroactive to the beginning of the contract.

Section 15.2. Pay Procedures. Employees shall be paid on a bi-weekly basis, payable on Friday. If the regularly scheduled day of pay is a holiday, employees shall be paid on the working day that immediately precedes that day.

Section 15.3. Benefits accumulated for use Statements. The city, as part of the employees' bi-weekly pay, will provide a statement of all paid time off accrued with a counterpart statement provided to the Superintendent.

Section 15.4 Longevity. The following additional compensation shall be made to each employee according to the following years of service and rates:

Start of year 3 through 6:	4.5%
Start of year 7 through 9:	7.0%
Start of year 10 through 12:	8.5%
Start of year 13 through 15:	10.0%
Start of year 16 through 17:	11.5%
Start of year 18 through 19:	13.0%
Start of year 20 through 24:	14.5%
Start of year 25:	16.0%

Section 15.5. Extra Compensation.

Lead Man Water Department	\$2.00
Lead Man Streets Department	\$2.00
Lead Man responsible for callout/dispatching after hours will receive 2.5 hours of comp time per week.	
Sewer Plant Head Operator	\$2.00
Street Sweeper Operator	\$0.70
Water/Street First Operator	\$1.00
Mechanic	\$1.00

In the event of the absence of the regularly appointed employee in any of the above classifications, the employee assigned to the duties of these classifications will be entitled to the extra compensation for the hours worked in the absence.

The following additional hourly wage rates shall be paid for certificates held by E.P.A. Certified Employees in the Water and Sewer Departments. If an employee holds a certificate, he will be paid for that class certificate, according to E.P.A.'s classification rating system.

Water and Sewer Departments

Class D	\$0.60
Class 4	\$0.30
Class 3	\$0.85
Class 1	\$1.50

ARTICLE XVI. SENIORITY, LAYOFF, RECALL AND LEADMEN

Section 16.1. Definition of Seniority. "City Seniority" shall consist of an employee's length of continuous employment by the City in a department and in a position covered by this Agreement since his or her last date of hire (i.e., the actual day of work). "Department Seniority" shall begin with the date of original employment under each separate department, and accumulate while absences, layoffs (except as provided in Section 16.9), or from the first day an authorized unpaid leave of absence or more than thirty (30) calendar days (except as provided by law). Seniority shall not accumulate during disciplinary suspensions, unauthorized absences, layoffs, except provided in Section 16.9.

Seniority rights created by this Agreement exist to the extent expressed in the Agreement. Seniority shall not establish any right to the continuation of any work by the City, nor to the continuation of any job classification, but only serves as a qualification for benefits as expressly provided for in this Agreement, and for no other purpose.

Section 16.2 Probationary Period. All new employees and those hired after loss of seniority (as defined in section 16.8) as well as Temporary employees hired into a regular full time position shall be considered probationary employees until they have completed a probationary period equivalent to sixty (60) days, provided, however, the City in its discretion may extend the probationary period by an additional sixty (60) days subject to providing an explanation of the reasons for extension in writing to the employee with a copy to the Union at the time of extension.

Days worked as a temporary employee will not be counted toward satisfaction of the probationary period. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period or any extension thereof. Probationary employees shall have no recourse to the grievance or arbitration procedure of the Agreement. Further, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire.

Section 16.3. Temporary Employees. As long as the city keeps six (6) full time employees in the Street Department, six (6) full time employees in the Water Department and three (3) full time employees in the Sewer Plant. The City has the right to hire temporary employees. No temporary employee will be allowed to work when a regular full-time employee is on layoff through no fault of their own. An employee shall be considered temporary if he is employed for a period not to exceed seven hundred twenty (720) hours per calendar year. The seven hundred twenty (720) hours may be extended by mutual agreement between the City and the Union. A temporary employee shall be compensated at the greater rate of three dollars (\$3.00) per hour less than the base rate of a regular full-time employee, or the current minimum wage.

No temporary employee shall accumulate seniority under the terms of this Agreement nor shall he be entitled to any benefits or other provisions afforded to regular full-time employees, including but not limited to, paid time off, seniority rights, grievance/arbitration procedure, or insurance benefits.

Temporary employees shall pay the sum of ten dollars (\$10.00) per week working dues to I.U.O.E. Local 318, 3310 Water Tower Rd. Marion, Illinois 62959

Section 16.4. Seniority Upon Return to the Bargaining Unit. If an employee is promoted or assigned by the City to a position outside of the bargaining unit, and is subsequently returned a bargaining unit position by the City within six (6) months, the employee shall be credited with the years of service outside of the bargaining unit for the purpose of City seniority, in addition to the City seniority that was previously accumulated as a bargaining unit member. If an employee returns to a bargaining unit position after six (6) month period, he/she loses Department seniority, but retains City Seniority.

Section 16.5. Seniority List. The City will annually provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's date and current position. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within thirty (30) days after the Union's receipt of the list.

Section 16.6. Lay-off. The City, in its discretion, shall determine whether layoffs are necessary, in which departments such layoffs are necessary, and which positions will be affected by such layoffs. If it is determined that layoffs are necessary, in departments and position covered by this Agreement, employees covered by this Agreement will be laid-off as follows:

A. All probationary employees in a department will be laid off or terminated, as determined by the City, provided that the employees who are retained possess the skill, qualifications, experience, and physical and mental ability to do the work in a fully satisfactory manner without further training.

B. If further reductions are necessary, employees shall be laid off in inverse order of their department seniority, provided that the employees who are retained possess the skill, qualifications, experience, and physical and mental ability to do the work in a fully satisfactory manner without further training.

C. The City shall provide ten (10) days' notice of any layoff to the Union.

Section 16.7. Recall. Employees who are laid off shall be placed on a recall list for period not to exceed sixty (60) months, regardless of the length of the employee's city seniority. If there is a recall employees who are still on the recall list shall be recalled in order their departmental seniority (or, if no laid off employee with recall rights has departmental seniority), in order of their City seniority, provided they possess the skill, qualifications, experience, and physical and mental ability to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall, and notice of recall shall be sent to the employee by telephone and certified mail with a copy to

the Union Representative, provided that the employee must notify the City of his intention to return to work within three (3) working days after receiving any actual notice of recall (including obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation an responsibility of each employee to provide the City with his latest mailing address. If an employee fails to timely respond to a recall, his name shall be removed from the recall list. If the City has not heard from the employee within ten (10) calendar days of providing notice of recall as stated above, the employee's name shall be removed from the recall list.

Section 16.8. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

- A. Quits
- B. Is discharged, and not reinstated.
- C. Retires or is retired.
- D. Fails to report to work at the conclusion of an authorized leave of absence or vacation without reasonable explanation (which shall be deemed a voluntary quit).
- E. Is laid off and fails to timely respond to a notice of recall as provided in Section 16.7, or fails to report to work at the time prescribed in the notice of recall.
- F. Is laid off or for any reason does not perform bargaining unit work for the City for a period exceeding their recall rights under Section 16.7.
- G. Is absent from work for three (3) consecutive working days without notification or authorization from the City without reasonable explanation which shall be deemed a voluntary quit.

Section 16.9. Continuous Employment. In the event an employee is laid off from the bargaining unit, but continues employment with the City in another capacity and keeps current all training and certificates, such employee will neither lose seniority, City or Department, nor be required to complete a new probationary period upon return to the bargaining unit. Further, the City seniority of an employee will not be affected in any way if the employee bids between Departments within the Water, Street, or Sewer Department with regard to City longevity.

Section 16.10. Lead Men. The Lead Man in each department shall be permitted to receive orders from the Commissioner and/or Superintendent of that department. He will also be permitted to give orders to the other Department employees so that the duties of the employees can be accomplished properly. Any Leadman responsible for callout/dispatching after hours will receive two and one half (2.5) hours of comp time per week.

The Commissioner of Water, Sewer and Streets shall determine if the employee is qualified for Lead Man. The employee in this position will receive the majority of his orders from the Water, Sewer and Streets Superintendent, the Lead Man shall be allowed to give these orders to the Department employees. In absence of the Superintendent from the job site, whether he be at the office or out of town the Lead Man shall be allowed to give orders to the Department employees to insure the orderly and efficient accomplishment of the Department duties.

The Lead Man shall receive extra per hour compensation above his base rate as contained in

Section 15.5.

The Commissioner of Water and Sewers shall have the right to designate the Senior Class I Operator, based on qualifications, to be in charge of the Sewer Plant Head Operator, and enforce EPA orders necessary to maintain the plant efficiently. The Class I Operator shall receive extra per hour compensation as detailed in Section 15.5 for performing the above duties. In the event the designated Senior Class I Operator is absent from work, for any reason, the City Commissioner shall designate a substitute Senior Class I Operator to assume responsibility for the plant operation. During the period of time the Senior Class I Operator is absent from work, the replacement Senior Class I Operator shall receive the additional per hour compensation.

ARTICLE XVII INSURANCE

Section 17.1. Health and Hospitalization Coverage. The City shall continue to make available to regular full-time employees and their eligible dependents group health and hospitalization insurance coverage and benefits.

Section 17.2. Right to Change Insurance Carriers and Benefits. The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or to self-insure, or to change benefits, costs, co-payment, or deductible levels as it deems appropriate for any form of insurance referred to in this Article. The City will notify the Union as much in advance as practical of a change in insurance carriers or insurance, but in no event less than fourteen (14) days prior to the change as to allow employees to plan accordingly. Employees, together with other employees of the City, shall be entitled to present their view to the City as to the present health and accident insurance plan for all employees, or may present alternate plans, at such times and places when the topic is properly called in special meeting of the City Council. Nothing herein shall be interpreted to have any binding effect upon the City as to which plan or plans, the City ultimately selects, and nothing herein shall abrogate the authority of the City Council to approve all plans of insurance for all employees of the City, whether parties to this contract or otherwise.

Section 17.3. Cost Sharing. The City will continue to pay one hundred percent (100%) of the premium cost of full-time employees' individual group health and hospitalization insurance. The employee shall be responsible to pay the full premium cost of family, dependent, or spousal coverage above the cost of the individual coverage. The employee will pay first \$500 of the deductible and the City will pay all of deductible thereafter. The City reserves the right to increase the deductibles under its group health policy, subject to reimbursement to each employee of actual medical costs incurred within the amount of the increase, pursuant to present City practice.

Section 17.4. Coordination and Substitution Benefits. The City's group health and hospitalization program shall include a so called coordination of benefits provision that provides that the coverage provided by the City is secondary to any other employer provided insurance available to the employee at no cost. Further, any employee eligible (and any of his dependents covered by the City's program who may be eligible) shall enroll in all available Medicare

coverage(s) and the City's program shall take credit for any and all benefits which such Medicare program(s) would have provided, whether or not the employee or dependent actually is enrolled.

Section 17.5. Continuation of Benefits While on Leave or Layoff. The City shall continue benefits under applicable group insurance as set forth above in this Article while an employee is on an authorized paid leave. During an approved unpaid leave of absence or layoff extending beyond the end of the calendar month in which the leave or layoff began, an employee shall be entitled to coverage under applicable group insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, such as for covered family members, including the amount of premium previously paid by the City. Provided, however, the City will continue to pay its share of the premiums set forth above while an employee is on authorized sick leave and for the first year that an employee is on unpaid leave of absence, after exhaustion of all workable time off provided under this Agreement.

Section 17.6. Terms of Insurance Policies to Govern. The extent of coverage under any insurance policies (including HMO and self insured plans) referred to this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the city or any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of an employee.

ARTICLE XVIII JOB VACANCY AND BID PROCEDURE

If position becomes vacant for whatever reason, the City shall post notice of such vacancy, together with the qualifications therefore, after consulting with the steward of Local 318. Any employee within the Department where the vacancy occurs, shall be given an opportunity to apply for the position, the qualifications of which shall be determined by the City. Any employee so applying must do so within seven (7) working days from the date the notice of the position is posted.

When a job opening becomes available in a department, for any reason, it shall be posted and the following shall be the order of bidding:

1. The men in that department shall have first preference.
2. If no one in that department takes the position, it shall be offered to laid-off members from that department, if any.
3. If no one from that department, as a laid-off member, bids on the job, it will go to the other two departments.
4. If multiple employees are bidding on the same job from the other two departments and they all have the same qualifications, and/or experience for that job, seniority will be the deciding factor. The City and Union will both have equal say if there is a dispute over who would be more qualified for a position, so as to insure fairness.
5. If no one in the other two departments bid on the job, it will be offered to the most senior laid-off employee from the other two department.
6. If no one bids on the job and all laid-off employees are back to work, or turn the bid down in writing, it can be put up for employ of the general public.

If, after the employee has started working in the new position and the city determines that the applicant is not qualified to perform the position applied for within thirty (30) days from the date the employee commenced working at the new employee provision, the City may terminate the employee from the new position, but the employee shall have the right to return to his previous job, without loss of seniority.

ARTICLE XIX SUCCESSORSHIP AND SUB-CONTRACTING

In the event the city determines to contract out the operation of the department, the contract entered into between the City and the contractor shall include the following provisions:

1. The contractor shall be required to employ current city employees to operate the department prior to utilizing (or hiring) employees of the contractor.
2. The contractor shall comply with the terms of the present bargaining agreement until its termination.

In the event the City contracts out the operation of the department and subsequently assumes

responsibility for its operation, persons employed by the City at the time the operation of the department was contracted out shall be returned to work according to their previous seniority with the City.

ARTICLE XX DRUG POLICY

Section 20. Drug and Alcohol Testing.

In order to help provide a safe work environment and to protect the public by ensuring that Benton City Workers have the physical stamina and emotional stability to perform their assigned duties, the Mayor of Benton may require employees to submit to a urinalysis test and/or other appropriate test up to three times per year per employee at a time and place designated by the City. If an employee tests positive in any such random test, the employee shall be required to seek assistance and will be subject to disciplinary action up to and including discharge for refusing to do so or failing to follow the prescribed treatment plan. If the same employee tests positive a second time, the test results shall be submitted to the Mayor of Benton for disciplinary action up to and including bringing charges seeking discharge before the Benton City Council. Drug and alcohol testing may also be required where there is reasonable suspicion for such testing. If an employee tests positive in any such reasonable suspicion test, the employee will be subject to disciplinary action up to and including discharge.

At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. Before testing, a written protocol of procedures shall be provided by the laboratory to the tested employees. If the first test results in a positive finding, a confirmatory test (GUMS or a scientifically accurate equivalent) shall be conducted at City expense. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. Threshold metabolite levels for prohibited substances shall be as set and changed from time to time by the Substance Abuse & Mental Health Administration or otherwise as forensically or scientifically reasonable. Upon request, the City shall provide an employee with a copy of any test results, without charge, which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the employee shall be responsible for arranging for the proper chain of custody for said portion of the tested sample, and the laboratory shall provide a written protocol of its procedures to the City.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at anyplace (on or off the job) while employed by the City, abuse of prescribed drugs, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .00 %), shall be cause for discipline, including termination, subject to confirmation by the Benton City Council. If an employee who is off-duty and not on a previously scheduled on-call status is called back to report for work, it is incumbent on the employee to report if he or she has been drinking alcohol, how much they have been drinking, the period of time since he or she last drank, and any other circumstances that may render them unfit for duty.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given based on reasonable suspicion pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the City as a result of such a request shall not be used in any manner adverse to the employee's interests, except relief from duty or (if available) reassignment for a reasonable time to restricted duties if he or she is deemed unfit for duty in his or her current assignment. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to more extensive random testing during and for one year following successful completion of an employee assistance/treatment program. The City's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program

after exhausting such paid time off. Nothing in this Section shall be construed to prevent an employee from asserting, or the City from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug use. All HIPPA laws supersede anything in this policy.

ARTICLE XXI GENERAL PROVISIONS

Section 21.1. Resignation. If an employee is contemplating resignation, it should be discussed with the Superintendent at the earliest possible time. Normally an employee shall give at least three (3) weeks' notice of resignation. Employees shall not be permitted to rescind a notice of resignation without express written consent of the City.

Section 21.2. Outside Employment. Employees may not hold outside jobs, including self-employment, which results in a conflict of interest or impairs their ability to perform their City duties. Conflicts include, among other things, employment in which the outside employer has direct economic or financial dealings with the City, which could lead one to believe that favoritism or partiality is shown in any City dealing; impairments include, among other things, employment in which the amount or schedule of outside work conflicts with the employee's work or his ability to work effectively and alertly with the City. Any employee, who believes or should reasonably believe that this outside employment creates or may create a conflict or impairment, must report such outside employment to the appropriate superintendent or Commissioner. The Commissioner or his designee may meet with individual employees to discuss ways in which outside employment may interfere with the performance of City duties, or present a potential conflict of interest, as well as to discuss the manner in which such problems may be resolved, if possible.

Section 21.3. Safety Equipment and Education. The City shall provide all necessary safety equipment and garments required to guard against danger to health, life, and limb of the employees. Employees at all times while in the employ of the City and performing duties shall be required to wear the safety equipment provided by the City.

The City shall provide sanitary toilet and washroom facilities and sanitary drinking fountains, with an adequate supply of cold water, at accessible points in the plant and departments. The City shall also provide each department an adequate first aid cabinet or kit located in a convenient location for the use of employees at all time. The kit shall include at least one (1) fire blanket.

Employees have the right to refuse to perform duties in an unsafe manner in unsafe conditions. Employees exercising this right will not be disciplined. If the superintendent feels that no unsafe condition exists, the department Commissioner and the Union steward will be called in to inspect the situation. If an agreement is still not reached, the City Engineer will be

or older. Any employee that doesn't meet the 20 years of service would self-pay 5% of the retiree health insurance premium for each year until they reach the target number of 20 years of service (PRORATED UP TO A MAXIMUM OF \$800.00 PER MONTH). When an employee becomes eligible for Medicare, the City's retiree health insurance benefit will end.

Tier 1 Employees (IMRF Pension):

To be eligible to receive a retirement incentive the employee must meet the following qualifications.

1. An employee who is fifty-five (55) years of age to Medicare eligibility age.
2. Eligible to retire based on IMRF qualifications at the time of retirement.
3. Voluntarily retires, this does not apply to any employee that resigns.
4. An employee must select either the \$5,000.00 incentive or receive the city paid health insurance after retirement. EMPLOYEE CANNOT RECEIVE BOTH.

Tier 2 Employees (IMRF Pension):

To be eligible to receive a retirement incentive the employee must meet the following qualifications.

1. An employee who is sixty-two (62) years of age to Medicare eligibility age.
2. Eligible to retire based on IMRF qualifications.
3. Voluntarily retires, this does not apply to any employee that resigns.
4. An employee must select either the \$5,000.00 incentive or receive the city paid health insurance after retirement. EMPLOYEE CANNOT RECEIVE BOTH.

Section 21.75 Retirement Bonus:

All employees hired after April 30, 2020 will be entitled to a \$5,000.00 bonus at retirement. No retiree health insurance premium will be offered.

Section 21.8. Commercial Driver's License. Employees that operate or drive equipment/trucks that require a Commercial Driver's License shall be required to obtain and maintain such a license. The City shall pay the initial cost of obtaining the CDL, up to two times if the employee fails the test, and provide the truck for the test, and the difference in the cost of CDL each time it is renewed.

Section 21.9. "Flaggers" License. Employees that are involved in traffic control shall be required to obtain a "flaggers" license. The City will pay for all costs and training that are necessary to obtain the license.

Section 21.10. This Agreement may be amended or modified during its term only with mutual consent of both parties.

Section 21.11. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written City policies, rules and regulations, which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 21.12. External Law. If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirement imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XXII SAVINGS CLAUSE

If any provision of this agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XXIII ENTIRE AGREEMENT

This Agreement, upon execution, supersedes all prior written agreements and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

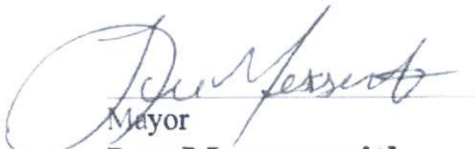
The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party agrees that this Agreement represents a good faith effort to include all applicable terms and conditions of employment and that the written provisions of this Agreement supersede any conflicting prior practices.

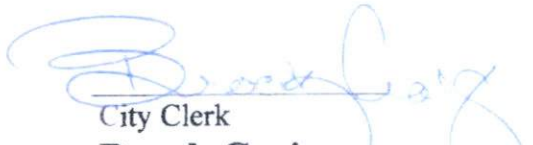
**ARTICLE XXIV
DURATION OF AGREEMENT**

This Agreement shall be effective as of the day of execution by both parties and shall remain in full force and effect until 11:59 p.m. on April 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail not later than sixty (60) days nor more than one hundred eighty (180) days prior to April 30, 2028, or prior to any subsequent annual anniversary of said date that it desires to modify this Agreement, and of the specific desired, or to terminate the same. Notice shall be considered to have been given as of the date shown on the postmark.

IN WITNESS WHEREOF, the parties hereto have set their hands this 25th day of March, 2025.

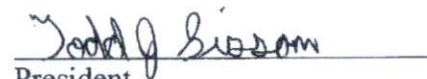
City of Benton, Illinois


Mayor
Lee Messersmith


City Clerk
Brook Craig

Union Local 318, International Union of
Operating Engineers


Business Manager
Jay Elders


President
Todd J. Sissom

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF BENTON
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 318

#1 Extended Leave

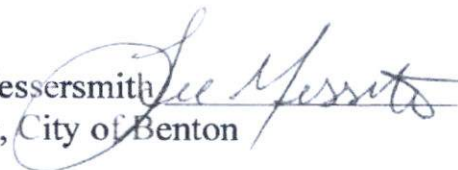
For the purpose of understanding the clarification, it is hereby agreed that Article XIII Section 13.5 grants Extended Sick Care Leave to Employees. It is agreed that these days are not for routine medical conditions such as the common cold, flu type conditions or similar conditions, and cannot be used as regular sick days.

#2 Extended Care Sick Leave

For the purpose of understanding and clarification, it is hereby agreed that the City will submit to IMRF a form for certifying that the employee had these extended sick days and that they were not used or paid, so service credit may be obtained from the IMRF – Contingent upon IMRF Approval

IN WITNESS THEREOF, the City of Benton has caused this instrument to be executed, and the International Union of Operating Engineers Local 318 has caused this instrument to be executed by its duly authorized officers, this 25th day of March, 2025.

Lee Messersmith
Mayor, City of Benton



Jay Elders
Business Manager, Local 318