



# Village of Caseyville

909 South Main Street  
Caseyville, Illinois 62232

Phone: 618-344-1234

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## NOTICE

### VILLAGE OF CASEYVILLE

### SPECIAL BOARD MEETING

LEN BLACK  
Mayor

**DATE:** January 5, 2017

ROB WATT  
Village Clerk

**TIME:** 4:30 pm

WALTER ABERNATHY  
Trustee

**LOCATION:** Village Hall Meeting Chambers, 909 South Main St.

JOHN BUCKLEY  
Trustee

There will be a Special Meeting of the Village Board on Thursday, January 5, 2017, at 4:30 pm. Meeting information can be found on the agenda below. If you have any questions, please feel free to contact Village Hall at (618) 344-1234.

JACKIE MITCHELL  
Trustee

### VILLAGE OF CASEYVILLE

MATT MODROVSKY  
Trustee

### AGENDA

G.W. SCOTT, SR.  
Trustee

### SPECIAL BOARD MEETING

BRENDA WILLIAMS  
Trustee

January 5, 2017  
4:30 pm

BRIAN RADER  
Supt. of Public Works

FRANK MOORE  
Chief of Police

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND SILENT PRAYER
3. ROLL CALL
4. CITIZEN'S INPUT
5. OLD BUSINESS
6. NEW BUSINESS
  - Resolution #1701 – To Approve Amended Settlement Agreement and Release with Jose Alvarez
  - Resolution #1702 – To Approve a Collective Bargaining Agreement with Laborers' Local
7. ADJOURNMENT

**RESOLUTION NO. 1701**

**A RESOLUTION APPROVING THE SETTLEMENT AGREEMENT AND RELEASE  
AND AUTHORIZING THE PAYMENT OF SETTLEMENT FUNDS IN THE  
LITIGATION INVOLVING JOSE ALVAREZ**

**WHEREAS**, the Village of Caseyville ("Village") is a non-home rule municipality established and existing in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village of Caseyville has reached terms on the settlement of Jose Alvarez's lawsuit: *Jose Alvarez vs. Village of Caseyville, et al.*, Case Number 14-CH-158, which was filed in the Circuit Court of St. Clair County, Illinois; and

**WHEREAS**, the Village of Caseyville approved Resolution No. 1620 to approve a Settlement Agreement and Release and authorizing the payment of settlement funds;

**WHEREAS**, Alvarez has requested the language of the Settlement Agreement and Release be amend to provide that he retired as Chief of Police, effective March 31, 2015.

**WHEREAS**, a copy of the Settlement Agreement and Release is attached as **Exhibit 1**.

**WHEREAS**, pursuant to the Settlement Agreement, Alvarez will dismiss his lawsuit against the Village with prejudice.

**WHEREAS**, the Board of Trustees finds that it is in the public's best interest that the Settlement Agreement and Release be approved and the payment of the settlement funds be authorized.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CASEYVILLE, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The President and Board of Trustees of the Village of Caseyville approve and authorize the execution of the amended Settlement Agreement and Release, a copy of which is attached hereto as **Exhibit 1**. Further, the Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the Settlement Agreement and Release, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Settlement Agreement and Release.

**SECTION 2:** The President and Board of Trustees of the Village of Caseyville authorize the payment of the Village's portion of the settlement in the amount of Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500.00).

**SECTION 3:** The approval of this settlement is solely for the purpose of avoiding the expense and vexation of further litigation. Nothing herein shall be construed as an admission of

liability or wrong doing by the Village or any Village agents, officers or employees. Nothing herein shall affect the validity of the termination of Alvarez's employment by the Village.

**SECTION 4:** This Resolution shall be in full force and effect after its passage and approval as provided by law.

**ADOPTED**, this 5<sup>th</sup> day of January, 2017, pursuant to a roll call vote as follows:

	Aye	Nay	Abstain	Absent
Wally Abernathy	_____	_____	_____	_____
John Buckley	_____	_____	_____	_____
Matt Modrovsky	_____	_____	_____	_____
G.W. Scott, Sr.	_____	_____	_____	_____
Jackie Mitchell	_____	_____	_____	_____
Brenda Willaims	_____	_____	_____	_____

Vote Recorded by:

\_\_\_\_\_  
Rob Watt, Village Clerk

APPROVED:

By: \_\_\_\_\_  
Leonard Black, Mayor  
Village of Caseyville, Illinois

ATTEST:

BY: \_\_\_\_\_  
Rob Watt, Clerk  
Village of Caseyville, Illinois

(SEAL)

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Jose M. Alvarez ("Alvarez") and Village of Caseyville, Leonard Black, and Rick Casey, Jr. (collectively "Defendants").

WHEREAS, Alvarez was an employee of the Village of Caseyville.

WHEREAS, on or about March 4, 2014, Alvarez filed a lawsuit in the Circuit Court of St. Clair County, Illinois, against Defendants denominated as Cause No. 14-CH-158 ("Lawsuit").

WHEREAS, Alvarez has filed his Eighth Amended Complaint, alleging negligent infliction of emotional distress;

WHEREAS, the Village of Caseyville is self-insured and a member of the Illinois Counties Risk Management Trust ("ICRMT"), which is a self-insurance risk management pool authorized by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/6, administered by the Insurance Program Managers Group ("IPMG");

WHEREAS, Defendants deny the allegations made by Alvarez in the Lawsuit.

WHEREAS, by this Settlement Agreement and Release, the parties hereto intend to settle and compromise all claims by Alvarez against the Defendants.

NOW THEREFORE, for good and valuable consideration, the parties agree to the above recitals and the below terms:

1. Defendants shall pay Alvarez, for him and his attorney, Robert Jones, Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00), provided that (a) Alvarez has fully executed and delivered this Settlement Agreement,

(b) Robert Jones has signed the below release of any and all attorney liens or claims relating to the Lawsuit and/or the matters settled herein, and (c) an executed copy of this release has been delivered to Defendants' attorney.

Defendants agree to pay Alvarez the \$37,500 settlement amount as set out below (collectively "Settlement Payment"):

- a. The ICRMT, by IPMG, will issue a check made payable to "Jose Alvarez" in the amount of Fifteen Thousand Dollars and no cents (\$15,000 ), for which a Form 1099 will be issued to Alvarez and mailed to Jose M. Alvarez, 5733 Abilene Lane, Smithton, IL 62285-2950; and
- b. The Village of Caseyville will issue a check made payable to "Jose Alvarez" in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), for which a Form 1099 will be issued to Alvarez mailed to Jose M. Alvarez, 5733 Abilene Lane, Smithton, IL 62285-2950; and
- c. The Village of Caseyville will issue a check made payable to "The Jones Law Firm, P.C. as attorney for Plaintiff," Tax Identification Number 35-2343108 in the amount of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500) for which a Form 1099 will be issued to The Jones Law Firm, P.C. and mailed to The Jones Law Firm, P.C., 111 West Washington Street, Belleville, IL 62220, representing all attorneys' fees and expenses in this matter.

2. No representation has been made by Defendants as to the appropriate tax treatment of the Payment being made to Plaintiff or on his behalf pursuant to the terms of the Agreement. Alvarez agrees that any liability for Alvarez's income tax payments arising from the payment made in consideration of this Agreement shall be the responsibility of Alvarez, and that Alvarez assumes full liability and responsibility for the payment of any and all such taxes, and agrees to indemnify and hold Defendants harmless from and against, any interest, penalties or taxes as a result of Plaintiff's failure to properly report and pay any taxes due on any of the Payment. Robert Jones

agrees that any liability for Robert Jones's income tax payments arising from the payment made in consideration of this Agreement shall be the responsibility of the Robert Jones, and Robert Jones agrees by his signature below to assume full liability and responsibility for the payment of any and all such taxes, and agrees to indemnify and hold Defendants harmless from and against, any interest, penalties or taxes as a result of Plaintiff's failure to properly report and pay any taxes due on any of the Payment..

3. The Payment identified in Paragraph 1 is in full settlement and satisfaction of all claims released in this Agreement, including attorneys' fees and costs. The payment identified in paragraph 1 of this Agreement fully satisfies any obligation which Defendants may have to Plaintiff's Attorney(s) or any other attorney or law firm that previously represented Plaintiff in connection with this Lawsuit for attorneys' fees and costs. Plaintiff acknowledges and agrees that, except as provided herein, (i) no attorney, agent or representative of Plaintiff has any claim of any type against Defendants in connection with the Action or this Agreement, and (ii) each party shall bear his or its own costs, expert's fees and attorneys' fees in connection with the Action, the negotiation and execution of this Agreement, the claims released herein, and any matters occurring prior to the date of this Agreement. Plaintiff relinquishes any claim(s) for additional attorney's fees and costs. Alvarez and his attorney Robert Jones understand and agree that no further claim for attorneys' fees, litigation expenses or court costs may be made against any party released hereby.

4. Alvarez for himself and on behalf of his heirs, successors and

assigns, does hereby remise, release and forever discharge Defendants, their past, present and future officers, trustees, agents, employees, Insurers, attorneys, representatives, heirs, successors and assigns, individually and in their representative capacities (the "Released Parties"), from any indebtedness, claims, damages, causes of action, attorney's fees and costs, suits for legal or equitable relief, charges, complaints, liabilities of every nature and description, either direct or consequential, in law or in equity, for injunctive relief, specific performance, arising under statutes, regulations, executive orders, or ordinances enacted by federal, state, county or municipal governments, or any one or more of them, or under common law and/or for any damage or injury, including but not limited to loss of income or punitive damages and damage in any way relating to his employment at the Village of Caseyville, the Lawsuit, and/or to claims which were or could have been alleged in the Lawsuit together with any claim which he ever had, may now have or hereafter can, shall or may have against the Released Parties, including all unknown, undisclosed and unanticipated losses, wrongs, injuries, debts, claim or damages.

5. Alvarez represents and warrants that he does not have any legal reasons, including bankruptcies, that prevent him from fully releasing and waiving all claims; and has not assigned to anyone any claim, or portion of any claim, that he may have against any of the Released Parties. Alvarez further warrants that he is authorized to enter into this Agreement and that no other person or entity has, or claims to have, any rights or interest in the subject matter of the Lawsuit described above, or to the proceeds of the sums set forth in paragraph 1 above, except for plaintiff's attorneys, and Alvarez further

warrants that he has authorized his attorneys to satisfy any liens, rights or subrogation, and/or any other right of reimbursement from the sums set forth in paragraph 1 above.

6. This is a full and general release with respect to the matters encompassed within the preceding paragraph which includes, without limitation, a release of any right Plaintiff may have:

- (a) under Title VII of the Civil Rights Act of 1964, as amended;
- (b) under the Civil Rights Act of 1991;
- (c) under the Civil Rights Act of 1866, U.S.C. § 1981;
- (d) under the Age Discrimination In Employment Act, 29 U.S.C. § 621 *et seq.*, or the Americans With Disabilities Act, including the Americans With Disabilities Act Amendments Act;
- (e) under 42 U.S.C. §§ 1983 or 1985;
- (f) under the Illinois Human Rights Act or the Illinois Workers' Compensation Act;
- (g) under Executive Order 11246 or any other state, federal or local law or regulation dealing with employment discrimination or other form of discrimination, or retaliation for filing any charge or claim, complaining about any practice or conduct or participating or testifying in any investigation;
- (h) under the Equal Pay Act, 29 U.S.C. § 206, *et seq.*, the National Labor Relations Act or the Family and Medical Leave Act;
- (i) under the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standards Act of 1938, or any federal, state or local law dealing with payment of wages, minimum wage, overtime or equal pay;
- (j) under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or any other law regarding insurance continuation;
- (k) for damages of any kind, including but not limited to, damages for



personal, emotional or economic injury, damage to reputation, breach of contract, wrongful discharge and violation of implied or express contract rights under any state, federal or local law, decision or regulation;

- (l) for lost pay, reinstatement, front pay, liquidated damages or any other form of equitable relief;
- (m) for overtime pay, vacation or sick pay, severance pay, attorneys' fees, experts' fees or costs;
- (n) for personal injury, slander, libel, defamation, fraud, misrepresentation, intimidation, assault, battery, retaliation, intentional tort, economic loss, intentional or negligent infliction of emotional distress, retaliation, costs, damages, punitive damages, front pay, breach of contract, or breach of an implied contract; and
- (o) for any legal violation, law or claim referred to in (or in any complaint filed in) the Action.

Plaintiff represents and warrants that he is the sole owner of all claims he has released in this Agreement and that he has not assigned or transferred any such claim (or any interest in any such claim) to any other person, and that he will indemnify, defend and hold each Defendant harmless for any damages, costs or expenses which they may incur if these representations and warranties are incorrect in any respect.

7. If Plaintiff takes any action inconsistent with this Paragraph 3, he shall pay all costs, expenses and attorneys' fees incurred by Defendants and indemnify and hold Defendants harmless from liability, costs or expenses related to his violation. This is in addition to, and not in lieu of, any other rights or remedies which Defendants may have with regard to such violation.

8. Neither the execution and delivery of this instrument nor any payment, nor the performance of any acts in connection herewith shall be construed at any time or place to be an admission by the Released Parties or Alvarez that they or any one of them at any time performed or failed to perform any act, which performance or failure to perform

was or is in violation of any duties and/or which performance or failure to perform gives rise to any valid contract or claim for damages or any other relief whatsoever, it being the parties' intention that the settlement provided in this Settlement Agreement is solely in furtherance of a compromise of disputed claims to avoid the expenses and vexation of litigation.

9. The Village of Caseyville, upon written request from Alvarez, will provide him with a written neutral reference indicating his dates of employment, job title, and salary history with the Village of Caseyville.

10. Nothing in this Agreement shall preclude Alvarez from applying for employment with the Village of Caseyville in the future.

11. This Agreement does not release or waive any vested rights or benefits that Alvarez may have under any pension plan. The Village of Caseyville shall have no obligation to make any further pension or social security contributions on behalf of Alvarez.

12. The parties agree that Alvarez shall be considered to have retired in good standing as THE CHIEF OF POLICE at the time of his separation of employment with the Village of Caseyville. The effective date of retirement is March 31, 2015.

13. The parties signing below represent and warrant that they are competent, are not under any duress, and are duly authorized to enter into this Settlement Agreement. The parties acknowledge that this Settlement Agreement reflects the joint drafting efforts of all parties and their respective counsel and that any ambiguity that may be found in the Settlement Agreement shall not be construed against any party.

14. The parties will execute two Settlement Agreements and each will be considered an original with Alvarez and Defendants retaining an original signed Settlement Agreement. The parties agree and stipulate that this Settlement Agreement is made and entered into within the state of Illinois and that the laws of the state of Illinois control the construction of this Settlement Agreement.

15. Within five (5) business days of receipt by Alvarez of the Settlement Payment, Alvarez shall file appropriate motion papers in the Lawsuit to dismiss with prejudice all claims against Defendants in the Lawsuit with each party to bear their own costs and attorneys' fees incurred.

16. The parties have not relied on any representations, promises or agreements of any kind made to them in connection with their decision to enter into this Settlement Agreement other than as set forth in this Settlement Agreement. Each party expressly represents and warrants that they have carefully read this Settlement Agreement, have had a reasonable amount of time to review and consider this Agreement, and understand all of its terms, and that the preceding paragraphs recite the sole consideration for this Settlement Agreement, that all agreements and understandings between the parties are embodied and expressed herein, and that this Settlement Agreement may only be amended by a subsequent agreement if the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; (iii) signed by Plaintiff; and (iv) signed and approved by an authorized representative of Defendant. The contents of this Settlement Agreement have been explained to Alvarez and Defendants by counsel of their own choice, and this Settlement Agreement is

executed voluntarily and with full knowledge of its significance.

17. The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties; that the parties have executed this Agreement based upon the terms set forth herein; that the parties have not relied on any prior agreement or representation, whether oral or written, which is not set forth in this Agreement; that no prior agreement, whether oral or written, shall have any effect on the terms and provisions of this Agreement; and that all prior agreements, whether oral or written, are expressly superseded and/or revoked by this Agreement.

18. The parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision. Furthermore, in the event that any provision is deemed to be unenforceable for any reason, the remaining provisions shall remain effective, binding and enforceable. The parties further acknowledge and agree that the failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that provision, or of any other provision of this Agreement.

IN WITNESS WHEREOF, this Settlement Agreement is executed on the day and year first above written.

**JOSE M. ALVAREZ**

**VILLAGE OF CASEYVILLE**

\_\_\_\_\_  
By Mayor Leonard Black

I agree to the provisions in the above Settlement Agreement that address me and further agree that I am due no attorney fees and expenses directly from Released Parties, or any of their related entities or insurer with respect to the matters set out herein except as explicitly stated herein, and that, to the best of my knowledge, there is no other person (or persons) due attorney fees or expenses with respect to the said matters. Attorney fees and expenses will be paid by Jose Alvarez from the settlement proceeds pursuant to the arrangement between Mr. Alvarez and me. Robert Jones hereby releases any and all attorney liens associated with claims against Released Parties.

DATED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Robert Jones

**RESOLUTION NO. 1702**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF CASEYVILLE, ILLINOIS,  
APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO AND THE  
VILLAGE PRESIDENT TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF CASEYVILLE, ILLINOIS AND LABORERS, LOCAL  
100**

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**WHEREAS**, the Laborers', Local 148 (the "Union") is the authorized bargaining representative for certain employees of the Village of Caseyville Public Works Department;

**WHEREAS**, the duly authorized representatives of the Village of Caseyville in good faith have negotiated a five (5) year collective bargaining agreement ("Agreement") with the Union for the term of June 1, 2016 through May 31, 2021;

**WHEREAS**, the Agreement has been ratified by the membership of the bargaining unit;

**WHEREAS**, the Village of Caseyville is authorized to enter into the Agreement under the Illinois Municipal Code (65 ILCS 5/8-1-7) and the Illinois Public Labor Relations Act (5 ILCS 315/21);

**WHEREAS**, the Board of Trustees has determined that it is in the best interest of the Village of Caseyville to execute the Agreement.

**NOW, THEREFORE**, be it ordained by the Board of Trustees of the Village of Caseyville, St. Clair County, Illinois as follows:

**SECTION 1.** The Agreement between the Village of Caseyville and the Union, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**SECTION 2.** The Village President of the Village of Caseyville, Illinois is hereby authorized and directed to execute the Agreement attached hereto and made a part hereof, and the Village Clerk is hereby authorized and directed to attest the same.

**SECTION 3.** The Village Board hereby authorizes disbursement of all retroactive pay as provided in the Agreement.

**SECTION 4.** This Ordinance shall be in full force and effect after its passage and approval as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Caseyville, Illinois this 5<sup>th</sup> day of January, 2017.

Vote Recorded:

	Aye	Nay	Abstain	Absent
Wally Abernathy	_____	_____	_____	_____
John Buckley	_____	_____	_____	_____
Jackie Mitchell	_____	_____	_____	_____
Matt Modrovsky	_____	_____	_____	_____
G. W. Scott	_____	_____	_____	_____
Brenda Williams	_____	_____	_____	_____
Leonard Black	_____	_____	_____	_____

Vote Recorded by:

\_\_\_\_\_  
Rob Watt, Village Clerk

Approved by the Village President of the Village of Caseyville, St. Clair County, Illinois, this 5<sup>th</sup> day of January, 2017.

\_\_\_\_\_  
Leonard Black, Village President

ATTEST:

\_\_\_\_\_  
Rob Watt, Village Clerk

**VILLAGE OF CASEYVILLE (PUBLIC WORKS DEPARTMENT)  
CASEYVILLE, IL 62232**

**Agreement**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between the Village of Caseyville (Public Works Department consisting of Water, Street and Sewer Departments), party of the first part, hereinafter referred to as the Company, and the International Hodcarriers, Building and Common Laborers' Union of America, Local No. 100, of East St. Louis, Illinois, party of the second part, hereinafter referred to as the Union.

**WITNESSETH**

Whereas, the Company is engaged in furnishing an essential public service which virtually affects the health, safety, comfort and general well-being of a large number of People in the many communities furnished water service by the Company, and

Whereas, the very existence of the Company is conditioned upon carrying out its obligations and responsibilities to the public served, and

Whereas, this responsibility to the public is a mutual responsibility of employees and management which required that any disputes pertaining to this contract arising between the employees and management be settled in an orderly way without interruption of water service and

Whereas, both parties to this agreement hereby recognizes this mutual responsibility of service to the public.

Now, therefore, in the furtherance of harmonious relations among the management and public, it is mutually agreed by the parties hereto that there shall be no strike or lockout during the term of this agreement and this mutually, agreed covenant shall continue through the future relations between the parties hereto. It is further mutually agreed by the parties that in connection with the negotiations for the renewal of this contract, in case terms and conditions for its renewal have not been successfully concluded prior to the expiration date of same, the Union agrees that in case of emergency, such as leaks, broken mains or services, that the members of said Union shall promptly make the necessary repairs and turn of for restore service to the consumer's premises.

**It is further agreed as follows:**

**Section 1.** The jurisdiction of this agreement shall include the entire Caseyville Public Works Department System, and all maintenance of the Sewer System.

**Section 2.** The Company recognizes the accredited representatives of the Union as qualified and authorized to bargain collectively for the entire personnel of the bargaining unit as set forth in Section 1.

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



Works Department, except office workers and the Public Works Superintendent, shall, as condition of employment make applications for the effective date of this Agreement and shall maintain such membership in good standing during the terms of this agreement subject to the provisions contained in Section 8(a)(3) and Section 8(b)(3) of the NLRA as amended (1947). All new employees shall, as condition of employment, apply for membership in the Union within thirty (30) days after hire date of execution of this Agreement whichever is later, and shall maintain membership in good standing in the Union thereafter subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947).

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

In order that the Company shall have a competent working force and to promote efficiency and safety of operation, the Company and Union agree that:

- (a) The Union will maintain a list of persons available for employment.
- (b) Excluding all present regular employees, hiring preference shall be given to those persons living within the Water District boundaries, provided said person or persons is or can qualify with the Union.
- (c) The Company in requesting referral of applicants shall specify to the Union (A) the number of applicants to be employed, (B) the work to be performed, (C) the location of the project, (D) the nature of the work, (E) such additional information as is deemed pertinent by the Company, in order to enable the Union to make proper referral of applicant.
- (d) The Union will not discriminate either in the maintenance of its list or in its referrals for employment against any persons because of his membership or non-membership in the Union. Selection of applicants for membership in its referral shall not be based on, or in anyway affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of obligations or Union membership policies or requirements.
- (e) The Union shall refer to the Company such applicants as are competent to fulfill the requirements of the position sought to be fulfilled commensurate with the relation or registrants and who have acquired experience and possess the requisite skill for fulfillment of the vacant positions as specified by the Company.
- (f) No Supervisor in the employ of Company who holds Union membership shall be bound or in any way affected in the performance of his duty for the Company, including hiring by any obligation of the Union membership, by-laws, rules and regulations or the Constitution of the Local or International Union.
- (g) The provisions of this Article shall be posted by the Company at its premises where notices to employees and applicants for employment are customarily posted and shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.

(h) All full time employees who have been employed by the Village of Caseyville for a period of sixty (60) days continuously shall be covered by all conditions provided in the Agreement.

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

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

It is agreed that 80% of the bargaining unit shall have a current CDL. It is further agreed that all future full time employees hired after \_\_\_\_\_, 2016 (the execution date of this contract) shall as a condition of employment be required to obtain a CDL within 12 months of his or her hire. Any employee who does not possess a valid CDL license must act dilligently to obtain his/her CDL license.

**Section 3.** Any differences pertaining to this contract which may arise between employees and management shall be normally adjusted by direct contact between the employees and his immediate superior either personally or through the employee's Union Representative.

Where differences can't be adjusted in the normal way they may be taken up by the employee or his representative with the Department Head and Manager, in succession, and if still not adjusted they may be referred to a joint conference committee consisting of two or more members representing the Company and two members representing the Union. All unsettled differences affecting the interpretation of this Agreement and the mutual obligations of the parties hereto to service the public shall be taken up with the joint conference committee.

**Section 4.** All employees engaged on excavation, backfilling, yarning, caulking, heating, Pouring lead, pipe joining for the installation of distribution mains, services and meters, and the maintenance brick or other composition pavement and replacing of same, chipping of concrete and tile and all work covered under the jurisdiction of the agreement and any work pertaining to the public works shall be paid at the rate of:

**Public Works Department Wages:**

June 1, 2016 to May 31, 2017 - \$28.62

June 1, 2017 to May 31, 2018 - \$29.19

June 1, 2018 to May 31, 2019 - \$29.77

June 1, 2019 to May 31, 2020 - \$30.37

June 1, 2020 to May 31, 2021 - \$31.28

Foremen shall be paid an additional \$0.75 per hour

#### **Public Works Department Schooling Incentives:**

Employees with the following licenses will be paid the following amounts by an annual payment on December 1<sup>st</sup> of every year as long as they keep their licenses current:

Water Operator Certificate, Class D or higher	\$250.00
Waste Water Operator Certification, Class D or higher	\$250.00
CDL	\$150.00 or CDL Class A License \$250.00
Commercial Applicator/Operator License	\$150.00
Mosquito Control	\$150.00
Right-of-Way	\$150.00
Sewer Line Root Control	\$150.00

#### **SICK LEAVE**

Each full time employee shall receive twelve (12) sick days annually. Employees shall be allowed to carry over from year to year any unused sick leave accumulating to maximum of ninety (90) days total. If an employee leaves the village for any reason before completing twenty (20) years of service they shall receive pay for one-half (1/2) the accumulated sick days up to a total of ninety (90) days.

The total ninety (90) days accumulated shall be paid in full only if the employee leaves with twenty (20) years or if they retire under the I.M.R.F. Retirement Plan. Any payments under this section shall be made not sooner than 65 days after the date of separation or retirement to avoid Village liability for accelerated payments to IMRF.

#### **RECALL TIME**

Employees who are called back to work will be paid two (2) hours call out time.

**Section 5.** For employees performing the class of work specified in section 4 hereof including those employees engaged in both new construction work and on maintenance work, the regular work day consists of eight (8) hours from 7:00 a.m. to 3:30 p.m. and a regular work week consist of five (5) days, Monday through Friday, 7:00 a.m. to 3:30 p.m. All hours worked before 7:00 a.m. or after 3:30 p.m. shall be paid at the rate of time and one half of the current hourly rate; except on Sunday for which all hour will be paid at the rate of double time. Lunch hour will consist of one-half (1/2) hour.

#### **MEAL MONEY**

Any employee who works up to 6:00 p.m. continuously from 3:30 p.m., following a regular work day, shall be entitled to a meal. Any employee who works four (4) consecutive hours after 6:00 p.m. and for every four (4) hours thereafter shall be entitled to a meal, paid for by the Village. An fifteen dollar (\$15.00) limit on all meals.

**Section 6.** All temporary employees engaged in the class of work specified in Section 4 shall be paid at the rate specified under this agreement.

#### **HOLIDAYS**

**Section 7.** Full time employees subject to the jurisdiction of this agreement who have been employed by the Company for sixty (60) days or longer within the current twelve month's period, who when not required to work on any of the following holidays namely,

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. Three (3) personal holiday

Shall be paid for eight (8) hours regular time at basic rate of pay for each said holiday when not worked and when such a holiday falls or is observed on a regular work day from Monday to Friday inclusive, provided, however, that to qualify for said paid holidays when not worked an employee shall be currently employed by the Company and shall have worked on the last regular working day prior to and the first regular working day following such holiday unless his absence from work on such prior or subsequent work day was due to bad weather conditions when other Water and Sewer Department men did not work or temporary layoff by the Company within the current week due to shortage of material.

- (a) Any man that is called out to work on any of the present paid holidays will be paid his regular hours worked at the rate of time and one half plus his eight (8) hours holiday pay.

## VACATIONS

**Section 8.** All regular full time employees shall be entitled to vacation time with pay under the following schedule:

- (a) Employees who have completed one (1) full year of service shall receive two (2) weeks.
- (b) Employees who have completed five (5) full years of service shall receive three (3) weeks.
- (c) Employees who have completed ten (10) full years of services shall receive four (4) weeks.
- (d) Employees who have completed twenty (20) full years of service shall receive five (5) weeks.
- (e) Employees who have completed twenty-five (25) years of service shall receive six (6) weeks.

## VACATION CLAUSE

- (a) If a holiday falls during vacation time, one (1) extra days' vacation or eight (8) hours regular pay.
- (b) Vacation schedules will be worked out as far in advance as possible to accomplish this and to consider the wishes of senior employees each year. After January 1 each employee shall indicate on a yearly calendar his vacation request no later than April 1. After April 1, all

employees who have failed to select their vacation time will take whatever time is available by seniority. Vacation must be taken annually if not, vacation will be forfeited for the year.

**Section 9.** Temporary employees: temporary employees hired from Local 100 will be required to work one (1) full continuous year before receiving any benefits such as holiday, sick days, or vacation time. For all temporary employees the Village agrees to pay the cost of participation in the Laborers Local 100 and 397 Health and Welfare and Pension Fund and negotiated by Local 100 and administered by the Trustee of the Trust Agreement.

**Section 10.** The Company shall be required to furnish all tools and rubber boots for members working excessive mud, water and sloppy concrete, also rubber coats and rain hats where members are required to work in the rain or where water drips on them. When weather conditions make it desirable, a fire shall be provided or permitted as near the job as it is practical to give workmen an opportunity to warm or dry themselves at least during inclement work and weather or cold weather, the trucks on which workmen are taken to and from work or transported from one job to another shall be equipped with tops or covers to protect the workmen. Ice water shall be furnished on the job when so requested by the majority of the employees on any job.

**Section 11.** The employees shall be paid bi-weekly.

**Section 12.** The Union agrees that its officers and members will live up to Company rules and regulations in the interest of safety, economy and continuity of service to the public. The Union agrees that its officers and members will not solicit membership in the Union among employees of the Company while employees are on duty and will not at any time interfere with restrain or coerce employees of the Company in attempting to influence them to be members of the Union.

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

**Section 13.** It shall be the duty of the foreman or steward to report personally to both the Union and the Company any accident to a Union employee which may occur on a job where employed. It shall be the duty of the steward to see to it personally that the Injured Employee is taken care of and his family notified without loss of pay of steward so engaged.

**Section 14.** All stewards shall be appointed by the Business Agent of the Union. The Company shall post a notice or bulletin board at office, naming the doctor or doctors, hospital or hospitals, for the attention of illness or injury to employees. The steward on any job shall work for the same duration of time as any member of the Union works provided said steward can qualify for the type of work in progress.

**Section 15.** It is expressly agreed that the Company during the term of this Agreement and subsequent renewals, will make no Agreement with another Union covering the classifications of work provided for herein.

**Section 16.** No employees of the Union will be allowed to work on any job where Business Representative of the Union is not permitted the privilege of interviewing such employees while at work. It is agreed, however, that such interviews shall not subject the progress of the work to interruption. No piece work will be permitted on any job.

## **JURY DUTY**

**Section 17.** Jury pay will be granted, by paying the regular eight (8) hour straight time day for days actually served. Jury pay to be turned over to the Village.

## **FUNERAL LEAVE**

**Section 18.** Full-time employees will be paid three (3) days absence in the case of the death in his immediate family and five (5) days if such death is out of state. Immediate family means father, mother, child, wife or husband, mother-in-law, father-in-law, or dependent. Also includes life partner must be living with three (3) or more years. This is in addition to vacation and sick leave time.

## **CLOTHING ALLOWANCE**

**Section 19.** Full-time employees will receive an allowance for uniforms, and/or work shoes, in the amount of three-hundred dollars (\$300.00) per person to be paid on June 1. The Village will supply the employees with "Village of Caseyville" embroidered tee shirts and hoodies.

## **INSURANCE**

**Section 20.** The Village will pay the cost of employees' participation in the Laborers' Local 100 and 397 Health and Welfare Plan with a 10% cap each year of the contract.

## **SENIORITY CLAUSE**

**Section 21.** In case of employees being laid off, the layoff shall be made according to the length of service to the Village that is last hired is first laid off. When adding to the work force, employees most recently laid off shall be the first re-employed.

## **LABORERS NATIONAL (INDUSTRIAL) PENSION FUND**

**Section 22.** The employer agrees to deduct from the pay of all employees covered by this agreement the amount of one dollar and ten cents (\$1.10) for each and every hour or portion of an hour worked for the employer (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave or other paid leave and overtime). The employer further agrees to forward these employee pay deductions to the Laborer's National (Industrial) Pension Fund. The funds forwarded to the Laborer's National (Industrial) Pension Fund are solely from the pay of the employees and there is no amount, contribution or additional cost attributable to the employer.

The employer also agrees to forward employee pay deductions to Locals #100 and #397 annuity plan if and when all employees decide to participate in the annuity plan. Similar to the National (Industrial) Pension Plan employee pay deductions stated above, there is no amount, contribution or additional cost attributable to the employer.

## **LABORERS ANNUITY PLAN**

Section 23. The employer agrees to pay \$0.57 per hour for each full time employee covered by this agreement for each and every hour or portion of an hour worked for the employer (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave or other paid leave and overtime) to the Locals #100 and #397 Laborers Annuity Plan.

### ATTENDANCE POLICY

Section 24. The Attendance Policy attached hereto as Appendix A shall be in full force and effect.

This Agreement and the provisions, thereof, shall continue in force and be binding upon the respective parties thereof, and their successors and assigns, from June 1, 2016 to May 31, 2021. Either of the parties hereto desire a change in any section or sections of this Agreement shall notify the other party in writing of the desired change sixty (60) days prior to the contract expiration date. After such notice the Agreement shall be opened up and the change or changes desired will be considered.

VILLAGE OF CASEYVILLE

LOCAL #100

\_\_\_\_\_  
Mayor Leonard Black

\_\_\_\_\_  
Business Manager Bobby Green

Attest:

\_\_\_\_\_  
Village Clerk Rob Watt

APPENDIX A

VILLAGE OF CASEYVILLE

ATTENDANCE POLICY

The Village of Caseyville has the right to expect all employees to be at work and be on time to perform their assigned duties and responsibilities each and every scheduled work day. Attendance for every scheduled shift is one of the most important job requirements for an employee of the Village of Caseyville to ensure that timely, efficient and proper service to the public is maintained.

Section 1 - Tardiness. An employee shall be considered "late" for the work day if the employee is only first on-site and prepared to work more than five minutes after the scheduled start of the shift. An employee that arrives "late" for a work day will be excused if the employee can prove through the submission of credible and persuasive documentation that arriving late was due to an emergency or extenuating circumstances beyond the employee's control. The employee understands that this exception for an excused "late" arrival for work will be accepted in very limited circumstances and will not serve to permit an employee to abuse this attendance policy.

Disciplinary action for Tardiness will be as follows:

- 1<sup>st</sup> offense within any twelve month period - warning letter
- 2<sup>nd</sup> offense within any twelve month period - three (3) day suspension
- 3<sup>rd</sup> offense within any twelve month period - ten (10) day suspension
- 4<sup>th</sup> offense within any twelve month period - discharge

Section 2 - Unexcused Absences. An absence from a scheduled work day will be considered unexcused when an employee does not show up for a scheduled shift, or does not work the full scheduled shift, and that employee is not off work due to any of the following: (1) sick leave; (2) vacation; (3) holiday time; (4) funeral leave; or (5) jury duty. The provisions of this paragraph do not alter the responsibility of the employee to notify their direct supervisor of any necessary time off due to these previously stated five items. An absence will be excused if the employee can prove through the submission of credible and persuasive documentation that his absence was due to an emergency or extenuating circumstances beyond the employee's control. The employee understands that this exception for an excused absence from a scheduled work day will be accepted in very limited circumstances and will not serve to permit an employee to abuse this attendance policy.



VILLAGE OF CASEYVILLE  
ATTENDANCE POLICY (continued)

Disciplinary action for Unexcused Absences will be as follows:

- 1<sup>st</sup> offense within any twelve month period - warning letter
- 2<sup>nd</sup> offense within any twelve month period - three (3) day suspension
- 3<sup>rd</sup> offense within any twelve month period - ten (10) day suspension
- 4<sup>th</sup> offense within any twelve month period - discharge

Section 3 - Physician Verification. An employee who has been absent for three (3) or more consecutive work days for a medical condition is required upon returning to work to present a statement from a licensed physician to the employee's direct supervisor. The physician's statement must verify the nature of the employee's medical condition and also any limitations as a result of such medical condition. The failure of an employee to provide a physician's statement will result in an unexcused absence for the consecutive work days that were missed.