

**A WORKING AGREEMENT  
BETWEEN VILLAGE OF RIVERTON  
WATER, SEWER, STREET AND GAS DEPARTMENT  
and OFFICE STAFF**

**AND**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

**AND**

**THE SOUTHERN AND CENTRAL ILLINOIS LABORERS'  
DISTRICT COUNCIL**

**AND**

**LIUNA LOCAL 477**

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**THIS AGREEMENT, dated this First (1st) day of March, 2024 between the  
VILLAGE OF RIVERTON WATER, SEWER, STREET AND GAS  
DEPARTMENT,  
and OFFICE STAFF**

**(herein referred to as the "VILLAGE"), and**

**LIUNA LOCAL 477 of the LABORERS' INTERNATIONAL UNION OF  
NORTHAMERICA,**

**and the**

**THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT  
COUNCIL**

**(herein referred to as the "UNION").**

It is mutually agreed by and between the parties hereto as follows:

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## **DURATION OF AGREEMENT**

This Agreement shall be in effect from March 1st, 2024 through February 28th, 2029 and shall continue in full force and effect from year to year thereafter, unless either party shall give to the other party ninety (90) days written notice, prior to the termination date of any year, of their desire to change the contents or to terminate the Agreement. If amendment is desired, the terms of amendment must be submitted not later than thirty (30) days prior to any expiration date or at the second bargaining session, whichever occurs later, provided that any wage adjustment agreed to will be retroactive to March 1st, 2024 if negotiations are not concluded prior to that time.

## **ARTICLE 1 – JURISDICTION OF THE UNION**

It shall be a condition of employment that all regular (continuously employed) employees covered by this Agreement who are or become members of the UNION shall remain members of the UNION or, if an employee chooses not to be a member of the UNION, then that employee shall contribute his fair share for representation no later than their thirty-first (31st) day of employment. However, temporary, non-regular and summer help, hired after July 1st, 2019 will be required to join the UNION or pay their Fair Share for representation no later than the thirty-first (31st) day of employment with the VILLAGE. The VILLAGE further agrees that when additional employees are required, it will notify the UNION so that it shall have an opportunity to supply candidates for such employment from its members, but the VILLAGE may employ any person qualified in its judgment, whether or not such person is a candidate furnished by the UNION.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The VILLAGE Employees recognize the prerogative of the employer to operate and manage its affairs in all respects, in accordance with existing and future State and Federal Laws and

Regulations. The prerogatives of authority which the employer has not officially abridged, delegated, or modified by this agreement are retained by the Employer. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public.

The VILLAGE Employees recognize that the Employer's rights, powers, and authority include, and are not limited to the following: determination of standards of disciplinary action for just cause; relieving its employees from duty because of lack of work, shortage of budgeted funds or for other legitimate reasons; issuance of rules and regulations; establishment of budgets; maintenance of the efficiency of governmental operations; determinations of methods, means and personnel by which the employer's operations are to be conducted; establishment and revision, or discontinuance of policies, programs, and procedures to meet changing conditions, to better serve the needs of the public; determination of the content of job classification; exercise of complete control and discretion over its organization, and the technology of performing its work; and to fulfill all of its legal responsibilities. The Employer's rights are' inherent by virtue of law, and shall retain these rights, excluding those rights which are superseded by this Agreement.

### **ARTICLE 3 – WAGES**

A. Wages will be paid in accordance with the rate of pay as set forth in this contract. All overtime work performed prior to one (1) week before pay day shall be paid on the next pay period. Employees who are temporary, non-regular and summer help hired shall be paid In accordance with Federal Minimum Wage Law. If the employee is rehired in a second calendar year as a temporary summer employee, the VILLAGE reserves the right to set the hourly rate based on experience and evaluation.

Wage progression added to base pay shall be as follows:

March 1st, 2024-----	5.0 %
March 1st, 2025-----	5.0 %
March 1st, 2026-----	5.0 %
March 1st, 2027-----	5.0 %
March 1st, 2028-----	5.0%

New Hire wages shall be:

Office Staff -----	\$18.50
General Laborer-----	\$20.00 (NON -LICENSED)
With CDL-----	\$21.00 (NON-LICENSED With CDL)
Class B or higher with airbrake endorsement	
Must obtain CDL within 1 year of hire date	
Utility Laborer-----	\$23.00
(LICENSED IN GAS, WATER, SEWER, or LOCATING with no CDL)	
Utility Laborer-----	\$24.00
(LICENSED IN GAS, WATER, SEWER, or LOCATING with CDL)	
Mechanic-----	\$25.00

**Additional Licenses**

All Water and Sewer classifications \$1.00 additional  
    Receive \$0.50 per hour while training  
    Receive \$0.50 per hour when fully licensed

**Gas**

    Qualified to be on call-additional \$1.00 per hour  
    Fully qualified-additional \$2.00 per hour

There will be a six (6) month probation period on new hires.

B. The Department Heads of the Water, Sewer, Gas, and Street departments shall be paid a payment of forty (\$40) per week for performing the duties of Department Head.

**ARTICLE 4 - WORKING CONDITIONS**

A. Eight (8) hours per work day from Monday to Friday inclusive, shall constitute a regular day's work in all cases, and forty (40) hours shall constitute a week's work. The work week shall start after regular days off.

B. Regular VILLAGE employees shall have a regular work day from 7:00 AM to 3:30 PM from Labor Day until Memorial Day, and 6:30 AM to 3:00 PM from Memorial Day to Labor Day. Office employees shall work 8:00 AM till 4:30 PM. The parties may by agreement with the appropriate department head establish other working schedules as necessary. All employees shall have one half (1/2) hour off for lunch beginning at 12:00 Noon, and a fifteen (15) minute break period in the morning and afternoon ,except as otherwise mutually agreed by both parties. Any hours worked other than the above specified time shall constitute overtime unless otherwise agreed to. This provision shall not be construed as a guarantee of hours per day or per week to any employee.

A meal allowance shall be provided by the VILLAGE for any employee required to work two (2) or more hours past their regularly scheduled time off and every four (4) hours after that. Meals will also be required if employee works more than fifteen (15) hours straight and every four (4) hours after. Upon producing a receipt for the meal to his/her supervisor, employees will be reimbursed up to \$15.00.

C. Compensatory Time: Employees may Elect in lieu of Overtime pay; equivalent time to be placed in a compensatory time bank up to a maximum of two hundred forty (240) hours total accrual, which may be carried over into the next year. Compensatory time off may be banked in minimum increments of one point eight (1.8) hours. Approval for compensatory time off shall not be unreasonably denied by the Department Supervisor.

D.VILLAGE employees' time worked in excess of eight (8) hours in a twenty-four (24) hour period shall be considered as overtime and paid at the rate of one point eight (1.8) times the pro rata. All work done on holidays and Sundays will be paid for at one point eight (1.8) time the base rate of pay. Overtime shall be distributed as equally as possible, ability being equal. In no

case shall an employee receive more than time and eight tenths for time worked. In those instances where an employee and the VILLAGE mutually agree to provide compensatory time off in lieu of overtime payment, compensatory hours will be awarded at the rate of time and eight tenths. All employees scheduled to work night shift shall receive a shift differential pay of seventy-five cents (.75) an hour added to their wage.

E. In the event a holiday falls on Sunday, it will be observed on the following Monday. In the event the holiday falls on Saturday, it will be observed on Friday before unless declared to be observed on another day for all other VILLAGE employees.

F. Where an employee covered by this Agreement is called in to work in an emergency or otherwise, he shall be paid at 1.8 times the hourly rate for his/her work and the call-out shall be for a minimum of two (2) hours at that rate. Employees required to be on call duty shall be paid 1.8 hours of Compensatory pay, if they are not called out, at a rate of 1.8 hour per day, not to exceed 3.6 hours in any seven (7) day period.

G. Any employee on call for the Water-Sewer rotation will keep Thursday and Friday as normally scheduled off days for working the previous weekend. If it is mutually agreed by the employee and the Superintendent, the employee may work Thursday and/or Friday for straight time (1 hour for 1 hour) to be added as compensatory time. Such compensatory time banked would still be applicable to the maximum number of comp time that an employee can accumulate.

H. Water-Sewer rotation will get off work 1hour prior to normal quitting time for being on call on a week day.

I. When an employee is temporarily replaced, the relief employee shall have the working schedule of the replaced person.

J. Duties of employees in each department shall not interfere with the duties of other crafts and other crafts shall not interfere with or infringe upon the duties of Laborers. Nothing in this provision shall restrict the VILLAGE'S right to create new job classifications or to modify or establish the job duties of any new or existing job classification.

K. Seniority shall date from the time an employee first earns compensation in the employ of the VILLAGE. An employee's seniority shall be terminated for the following reasons:

Discharge for cause or voluntary absence from service not satisfactorily explained.

Laid off for lack of work and not re-employed within one (1) year.

Remaining away on leave of absence beyond the leave granted.

Accepting employment without sanction of the VILLAGE while on leave of absence.

Failure to apply for work within the statutory limit after completion of Military Service.

Resigning or quitting.

Employees laid off because of lack of work, or for similar reason beyond their control, and re-employed within one (1) year, shall have their seniority restored as of the date they were laid off.

An employee shall lose classification seniority when demoted from any classification for just cause.

L. All employees shall be entitled to the necessary time off with pay, not to exceed two (2) hours, for the purpose of voting at all City, County, State, and National elections, provided they are registered voters, are eligible to, and do vote in the particular election.

M. An employee entering Military Service or conscripted for defense work shall accumulate seniority during his absence, for purposes of paragraph K, provided that he returns with a certificate of satisfactory completion of his service, re-applies for work within the statutory limit



of ninety (90) days after such completion, and is physically fit to be restored to his position. If disabled or incapacitated in any way, the returning employee's case will be considered individually at that time.

An employee injured while on duty shall be entitled upon recovery to former position with accumulated seniority, provided he is physically qualified to return to work.

All time off duty due to sickness or injury not covered above, in excess of one (1) year for each period of such sickness or injury, shall be deducted in computing seniority time, or years of service with the VILLAGE.

In a layoff in any classification probationary employees shall be laid off first. In case further layoffs are necessary, the employee with the least seniority in the classification shall be the next to be laid off.

When adding forces in a classification, the employee laid off with the greatest seniority in that classification shall be the first to be re-employed (if available), illness excepted, and is physically fit to return to work.

It shall be the employee's responsibility to keep management advised of his/her current address.

N. Employees shall keep all mechanical equipment in repair and in clean and tidy condition.

O. No employees shall be discriminated against because of membership in the Laborers'

International Union of North America. No extra or additional help shall be hired to perform the work of an employee covered by this contract if another employee covered by this agreement is qualified and available to perform the work. If an employee covered by this contract is not available to perform the extra work, the Superintendent may use other sources to have the work performed. Nothing herein shall restrict the Village's right to establish the job duties of any classification.

P. The following issues, among others, will be considered as grounds for dismissal; this list is illustrative, and includes the "Village Rules of Personal Conduct", a copy of which is attached to this contract:

1. Failure to carry out instructions or obey rules issued by properly supervising authorities.
2. Failure to abide by the terms of this Agreement.
3. Misconduct, dishonesty, failure to perform assigned work

Q. The UNION agrees to discipline such of its members who may violate the terms of this Agreement and to support the superintendents in their discipline of any member who violates the terms of this Agreement.

R. Overtime will be designated by the employees' immediate supervisor or the superintendents of departments. Employees changing shifts for their own convenience or for the convenience of another employee covered by this contract will not be paid the time and eight tenths rate. The change of shifts must be approved by the department head.

S. Clothing worn by field employees can be any non-offensive clothing, Laborers or Village Logo, with no holes, foul language or obscenities, and not ragged in appearance. No tank tops will be allowed. A clothing allowance of \$250.00 per year, \$125.00 paid on May 1st, and \$125.00 paid on October 1st, in the form of a check directly to the employee will be paid annually. Upon presenting a receipt to their supervisor, a boot allowance of up to \$200.00 per contract duration shall be paid by the VILLAGE to the Water, Sewer, Gas and Street Department Employees. During the term of this contract, there will be three (3) boot allowances authorized. The boot allowance will be payable in 2025, and 2027. New hires shall receive the applicable allowances upon hiring.

All Personal Protective Equipment (PPE) will be provided by the VILLAGE, including but not limited to: Hip Boots, Safety Glasses, Hard Hats, Gloves, Hearing Protection, Rain Gear, Reflective Vests, Fire Suits.

T. The VILLAGE shall make every effort to post notice or otherwise inform employees covered by this Agreement of any vacancy that might arise in a position covered by this Agreement. When a vacancy occurs in a classification on a similar level with the employee's position, the senior person who is qualified in the judgment of management shall be permitted upon request to fill the vacancy. Employees filling these vacancies shall be given a sixty (60) day probation period. In the event the employee does not qualify during this period, he shall be permitted to return to his original classification. In the event the employee qualifies during the stated period, this classification shall be declared filled, and the employee cannot bid back to his original classification unless a vacancy exists. If no employee is qualified in the judgment of management to fill the vacancy, the VILLAGE may hire from outside the department as needed, in as much as they meet the requirements of the Illinois Department of Labor Certified Construction Craft Laborer's Apprenticeship Program.

U. In the event of an emergency such as snow removal, it is understood that the VILLAGE employee shall have the right to designate which shift they would prefer to work over outside help that might be brought in. This schedule is to be worked out with the superintendent and, if there is overtime involved, it shall be distributed as equally as possible, to be determined by the superintendent, or in his absence, by the assistant superintendent.

V. The VILLAGE will pay any and all costs associated with the training, tuitions and renewal fees of Employees that are required to handle toxic waste, or are required by Federal or State Government guidelines to be certified and hold a license in order to handle and apply chemicals

and pesticides current licenses. Safety training shall be administered as required and paid for in entirety by the VILLAGE.

W. The Mosquito Program Administrator shall receive \$100.00 per year to run, organize, and prepare the Mosquito machine and chemicals used to spray.

X. Longevity Pay shall be paid in order to recognize long term service. A Full Time employee with at least ten (10) years of Total VILLAGE service shall receive payment as outlined below. Payment shall be made on the anniversary of hire pay period. This shall include employees on compensation leave.

Years of Total Village Service	Longevity Pay Rate
10 year Anniversary-----	\$1.00 per hour raise
15 year Anniversary-----	1.50 percent
20 year Anniversary-----	2.25 percent
25 year Anniversary-----	3.25 percent
30 year Anniversary-----	4.50 percent
35 year Anniversary-----	6.0 percent

Longevity Pay amounts are computed by multiplying the employee's base pay rate by the appropriate percentage from the above table. (NOTE: Salary increases effective on the longevity eligibility date shall be incorporated in the base pay before computing Longevity.)

A Christmas Bonus of \$100.00 will be paid to employees who do not qualify for Longevity Pay, and will be paid on the pay period before Christmas Day.

Y. The VILLAGE agrees to withhold 1% of the field employees' base wages from each paycheck and pay the monies withheld to LIUNA 477 in order to fund equipment, safety, and operator training and certifications offered by the UNION for the field employees. In addition,

the VILLAGE will make every effort to schedule field employees for the training and allow the field employees to attend that training

Z. See Appendix 1: Memorandum of Understanding between Laborers' Local 477 and the Village of Riverton Drug Free Workplace Policy.

### **ARTICLE 5- BUSINESS MANAGER AND STEWARD CLAUSE**

It is mutually agreed that the Business Manager of the Local and /or his Representatives shall have the unrestricted right to visit all jobs where VILLAGE employees are performing their duties, subject to any security and safety regulations where in effect.

The Business Manager may appoint a Steward, and shall immediately notify the VILLAGE of his selection, whose duty it will be to see to it that the contract is adhered to.

The Steward is to perform all duties assigned to him/her by the Business Manager. The steward is to perform work the same as any other employee on the job.

The Steward shall not be discriminated against for performing his/her duties.

### **ARTICLE 6 - VACATIONS**

All employees are entitled to vacations as follows:

After completed service of 1 year.....80 hrs vacation

After completed service of 7-11years .....120 hrs vacation

After completed service of 12-19 years.....160 hrs vacation

After completed service of 20 years or more.....200 hrs vacation

After one year but before 7 years of service an employee is entitled to carry over to the following year up to 40 hrs of accrued vacation

After 7 years of service an employee is entitled to carry over up to 120 hours of vacation.

Vacation will be credited and paid to those employees or their estates at the time of termination

of service with the VILLAGE, unless the employee was terminated for just cause.

## **ARTICLE 7 · GRIEVANCE PROCEDURE**

In the event any employee or the UNION has a difference of opinion with the VILLAGE during the term of this Agreement as to the interpretation or application of this Agreement or the VILLAGE's work rules, then such difference shall be settled in the following manner:

Step 1 - Within five (5) working days of the occurrence, the aggrieved employee or employees, who may be accompanied by representatives of the UNION, shall first present the matter in dispute to the superintendent of the appropriate department of the Village of Riverton. In the event the dispute is not settled within three (3) working days after it is first presented, then Step 2 shall be followed.

Step 2 - The matter in dispute shall then be presented in writing to the Mayor of the Village of Riverton. The matter shall then be either settle or taken to Step 3. .

Step 3 - If the representatives of the VILLAGE and of the UNION are unable to reach an agreement on any disputed matter within fifteen (15) days, then such disputed matters shall be referred to a Board of Arbitration. In the event any of the foregoing time limits are not observed, the grievance shall be assumed to have been settled and the right to invoke Step 4 of Arbitration shall be deemed to have been waived.

Step 4 – If arbitration becomes necessary, such Arbitration Board shall consist of two (2) members selected by the VILLAGE and two (2) members selected by the UNION.

These four (4) arbitrators so selected shall name a fifth who shall be a disinterested party from outside the department and the trade. Pending Arbitration, work shall proceed under this Agreement. The decision of the Arbitration Board shall be final and binding on both parties. It is agreed that any arbitrator appointed under this clause will meet for the purpose of completing

organization and beginning arbitration bearing within one (1) month of his appointment.

The first duty of the Arbitration Board will be to get agreement in writing of a submission, i.e., a statement as to what is to be arbitrated. Thereafter, the Board shall hear both sides present their case. Attendance at such hearing shall be limited to those presenting their cases and witnesses who are to testify. Members of the Board may not testify, i.e. only hear evidence.

The Arbitration Board shall have jurisdiction and the authority to interpret and apply the provisions of this Agreement. They have no authority to change, amend, add to, subtract from, or otherwise alter any part of this Agreement; nor may they consider any matter which is stated not to be subject to arbitration or any matter not covered by this Agreement. This Agreement shall be interpreted only according to its written provisions without regard to the history of negotiation, past practices, and written matters which are not supplements to this Agreement duly signed by both parties.

The burden of proof shall be upon the party taking the matter to arbitration to clearly establish the propriety and correctness of its position. The Board shall not include with their decisions, interpretations, or explanations of said decisions, nor advise to either party. The two parties shall share equally the expenses of the fifth member and of any witnesses summoned by the Board. Each party shall pay the expenses of its own witnesses, panel members, and counsel.

## **ARTICLE 8 - SPECIAL EMPLOYEES BENEFITS**

A. Necessary leave of absence, not to exceed three (3) scheduled working days with pay, will be allowed to an employee in the event of death in his family, namely, father, mother, father-in-law, mother-in-law, wife, husband, son, daughter, brother, sister, brother-in-law, sister-in-law, or grandparent, step-children, foster children, or domestic partner. One day of bereavement allowed for aunt or uncle.

B. Amendments to the Sick Leave Plan may be made at any time by mutual agreement between the parties.

It is mutually understood and agreed by and between the parties hereto that the VILLAGE presently has, and shall maintain Workers' Compensation Insurance and, in the event of a claim against said insurance coverage, the VILLAGE shall pay the regular wages of the injured employee to the date of the receipt of the first Workers' Compensation payment made to the employee, at which said time all wages from the VILLAGE shall terminate and the same shall be resumed as of the date the employee returns to work for the VILLAGE.

Regular (continuously employed) employees with one (1) years' service with the VILLAGE shall receive sick leave for illness or non-work related injury payable at one hundred percent (100%) of the regular rate of pay under the following conditions:

Sick leave allowance shall accumulate at the rate of eight (8) hours sick leave per month of employment. It is understood that shall be no maximum on sick time accrual. Sick days must be used for actual illness or injury preventing an employee from being able to work or sick leave may also be used to care for immediate family members of the employees that are sick or needs to go for doctor appointment or tests. Immediate family members include: spouse, father, mother, children, step children, and foster children. Employees using sick leave so that they are absent in excess of 3 consecutive days must present a physician's note or report. Employer shall be entitled to request and receive a physician's update upon request. Employees shall be compensated for unused sick days at their base rate of pay upon separation from employment to a maximum of seven (7) days. A sick day will be considered eight (8) hours. Sick leave may be accrued throughout entire employment. If the employee is terminated or separates voluntarily prior to retirement, employee will be paid for a maximum of seven (7) days of sick pay at the



regular pay rate and will be paid on a separate check. If the employee retires, employee may use 50% of the accumulated sick leave in conjunction with retirement and immediately preceding retirement date.

C. There shall be thirteen (13) holidays. Those holidays shall be as follows:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	1/2 Day on Christmas Eve
Labor Day	1/2 Day on New Year's Eve
Columbus Day	

On holidays, the employees covered by this agreement who work will receive one point eight (1.8) hours pay. Holiday pay shall be lost if an employee fails to work on a holiday which falls within the employees normally scheduled work week, if not excused. Holiday pay shall be lost if the employee fails to work the regularly scheduled day before, or the regularly scheduled day after the holiday, unless excused. Whenever the VILLAGE offices are closed by the declaration of the appropriate VILLAGE officials, all employees covered by this Agreement shall receive equal time off with pay.

D. Personal time - 24 Hours of personal time will be granted on January 1st of each year.

E. The VILLAGE agrees to provide health insurance coverage to the employees. This shall be annually reviewed and adjusted as necessary. The employee contributions for health insurance coverage will not exceed \$100 per month. The Village shall create a Health Insurance Committee consisting of 8 persons. The Union personnel on the committee will include 1 Police Officer, 2

Field Worker Public Works Employees, and 1 Office Worker and those personnel will be selected by the membership of their respective union. The Village personnel on the committee will include the 3 members of the Administrative Committee and 1 other Village Board Member. The purpose of the committee shall be to review and approve any and all changes to the Health Insurance plans that are provided by the Village for employees. This authority includes, but not limited to: selection of plan, co-pays, deductibles, and employee/village contributions for health insurance coverage. The decision of the Health Insurance Committee is binding on all parties once the committee has agreed on the terms. In the event the Health Insurance Committee reaches a stalemate and cannot reach agreeable terms at least 15 days prior to expiration of current health insurance policy, then both sides agree to binding arbitration using an arbitrator that is agreed on by both parties.

F. Any employee covered by this Agreement who is unable to report for work will notify the department head of the reason for the absence before the time for the day's work to begin.

G. Any immunizations required due to performance of duties shall be made available and will be paid for by the VILLAGE. Annually, during the first full week of October, the VILLAGE will make arrangements that any employee may voluntarily receive the influenza vaccination at VILLAGE expense. If the influenza vaccination is covered by the VILLAGE provided health insurance program, the employee agrees to provide insurance documentation and the VILLAGE will pay for any co-pays associated with the influenza immunization. If employee fails to receive the influenza vaccination during the scheduled arrangements, then the vaccination will not be paid for by the VILLAGE.

H. VILLAGE shall reimburse employee for college classes that are job related or classes required for job related degree. Employee must complete a "Request for Tuition Assistance" and

submit to the Administrative Committee for approval prior to enrolling for the class. Employee must achieve a grade of “C” or better in a pass/fail course in order to be eligible for reimbursement by the VILLAGE. Reimbursement is for tuition and class fees only, and will not cover books or supplies. Each employee is eligible for up to \$1,500 per calendar year for tuition assistance. Only full time employees are eligible for tuition assistance.

### **ARTICLE 9 - STRIKES AND LOCKOUTS**

There shall be no strikes, slowdowns, sit-downs, or stoppage of work by the UNION or its members, or lockouts by the VILLAGE for the duration of this Agreement, any extension thereof, or during negotiations for a new contract. Any employee who participates in a strike, slowdown, sit-down or stoppage of work may be discharged; and only the question of whether he did in fact participate in, or promote such action shall be subject to the grievance and arbitration procedure.

Accordingly, it is understood and agreed that in the event of violation of this Article, the VILLAGE shall be entitled to seek and obtain immediate Injunctive relief, together with such other relief as it may be entitled to or make available to itself, and that there be no right of removal.

### **ARTICLE 10 – DISCRIMINATION**

Employees will not be discriminated against on the basis of race, color, sex, religion, age, national origin, or membership or non-membership in the UNION, to the extent provided in applicable state and federal statutes and regulations .Other than UNION membership, any dispute concerning the interpretation and application of this Article shall be processed through

the appropriate federal or state agency or court rather than through the grievance procedure.

### **ARTICLE 11 - PARTIAL SEVERANCE**

Both Parties agree that they have had the unlimited right to discuss all matters subject to collective bargaining and that no new subject matter may be presented for discussion or negotiation during the life of this agreement, and each party unqualified waives any negotiation-over effects or other matters not set forth herein.

If any part of this agreement is rendered invalid by reason of any existing or subsequently enacted legislation, valid State or Government regulations or order, or by final decree of a Court of competent jurisdiction, invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof; and all such portions shall remain in full force and effect.

THIS AGREEMENT is complete in itself and may be added to or amended only on those issues or matters included herein and by instrument in writing, duly executed by parties hereto.

LABORERS  
INTERNATIONAL UNION  
of NORTH AMERICA,  
LOCAL 477

VILLAGE of RIVERTON, WATER,  
SEWER, STREET and GAS  
DEPARTMENT, and  
OFFICE STAFF

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Title

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Village President

DOWNSTATE ILLINOIS  
LABORERS DISTRICT COUNCIL

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Village Clerk

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Title

## **Village of Riverton's Rules of Personal Conduct**

**In the common interest of the VILLAGE and its employees, the VILLAGE will strictly and fairly enforce the following rules and apply disciplinary measures whenever necessary to ensure the rules are complied with. These rules apply to all employees in the VILLAGE'S Street, Water and Sewer, Departments, as well as any other employees represented by Local 477 Laborers' International Union**

**Any employee who falls to maintain at all times proper standards of conduct or who violates any of the following rules may be subject to disciplinary action up to and including discharge.**

1. Insubordination.
2. Falsifying any VILLAGE records or reports, including employment and physical examination records.
3. Theft, fraud or embezzlement of VILLAGE property or funds belonging to the VILLAGE or any other personnel.
4. Unauthorized possession of any deadly weapon while on VILLAGE property or while at work.
5. Leaving your assigned work station or work area during working hours without permission from a supervisor.
6. Striking, provoking a fight, or attempting bodily harm to a Supervisor or another employee.
7. Failure to report to work for (3) consecutive days without notification to the VILLAGE.
8. Knowingly punching another employee's time card, having one's time card punched by another employee, or unauthorized altering of any time card or time record whether your own or another employee's.
9. Attempting to work under the influence of alcohol or drugs or being in possession of alcoholic beverages or illegal drugs while on VILLAGE property or while on VILLAGE time.
10. Manipulation of work records, reports, invoices or any other document maintained for the VILLAGE'S benefit whatsoever without specific authorization.
11. Maliciously destroying, damaging, or misusing of any VILLAGE Property, employee property, or any public property.

12. Sleeping on the job during working hours.
13. Failure to report a motor vehicle accident, or an accident with any VILLAGE equipment or machine.
14. Misconduct which casts discredit on the VILLAGE'S reputation or image.
15. Poor work performance, including carelessness, inefficiency, inattention to duties; and violation of safety practices.
16. Failure to report a personal injury.
17. Immoral conduct or indecency, including the use of profane, abusive or threatening language to employees or supervisors.
18. Failure to report an absence before starting time of a shift.
19. Repeated unauthorized absenteeism or tardiness.
20. Wasting time, loitering or leaving assigned work area without permission.
21. Indulging in horseplay, playing practical jokes, and unnecessary interference with work of fellow employees or with orderly operations.
22. Smoking in unauthorized area.
23. Failure to wear safety equipment as designated.
24. Cell phone use by Employees during working hours shall be for emergency or VILLAGE business only.

**The VILLAGE shall, when it deems appropriate, establish additional rules and department supervisors may set up particular rules to govern employees' conduct deemed necessary by operational requirements which employees must obey.**