

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF FULTON, ILLINOIS  
FULTON, ILLINOIS**

**AND**

**MID-AMERICA CARPENTERS  
REGIONAL COUNCIL**

**CARPENTERS LOCAL UNION NO. 790  
United Brotherhood of Carpenters &  
Joiners of America**

**REPRESENTING FULTON PUBLIC WORKS EMPLOYEES**

**EFFECTIVE MAY 1, 2026 THROUGH APRIL 30, 2029**

PREAMBLE .....	4
<b>ARTICLE I RECOGNITION</b> .....	<b>4</b>
<b>ARTICLE II - NON-DISCRIMINATION</b> .....	<b>4</b>
ARTICLE II, SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY .....	4
ARTICLE II, SECTION 2 NON-DISCRIMINATION .....	4
<b>ARTICLE III DUES DEDUCTION</b> .....	<b>5</b>
ARTICLE III, SECTION 1 DUES DEDUCTION .....	5
<b>ARTICLE IV MANAGEMENT RIGHTS</b> .....	<b>5</b>
ARTICLE IV, SECTION 1 MANAGEMENT RIGHTS .....	5
ARTICLE IV, SECTION 2 EMERGENCY OPERATIONS .....	6
<b>ARTICLE V NO STRIKE</b> .....	<b>6</b>
ARTICLE V, SECTION 1 NO STRIKE COMMITMENT .....	6
<b>ARTICLE VI DISCIPLINE AND DISCHARGE</b> .....	<b>6</b>
ARTICLE VI, SECTION 1 DISCIPLINE DEFINED/JUST CAUSE STANDARD .....	6
ARTICLE VI, SECTION 2 REPRESENTATION DURING INVESTIGATION BILL OF RIGHTS .....	6
ARTICLE VI, SECTION 3 PRE-DISCIPLINARY MEETING .....	7
ARTICLE VI, SECTION 4 DISCIPLINE IMPOSED AND APPEAL .....	7
<b>ARTICLE VII DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE</b> .....	<b>7</b>
ARTICLE VII, SECTION 1 DEFINITION OF A GRIEVANCE .....	7
ARTICLE VII, SECTION 2 REPRESENTATION .....	7
ARTICLE VII, SECTION 3 TIME LIMITATION .....	7
ARTICLE VII, SECTION 4 GRIEVANCE PROCESSING .....	8
ARTICLE VII, SECTION 5 GRIEVANCE MEETINGS .....	8
ARTICLE VII, SECTION 6 STEPS IN PROCEDURE .....	8
ARTICLE VII, SECTION 7 ARBITRATION .....	9
<b>ARTICLE VIII LAYOFF</b> .....	<b>10</b>
ARTICLE VIII, SECTION 1 LAY-OFF AND RECALL .....	10
ARTICLE VIII, SECTION 2 EFFECTS OF LAY-OFF .....	10
<b>ARTICLE IX RULES AND REGULATIONS</b> .....	<b>11</b>
ARTICLE IX, SECTION 1 WORK RULES AND REGULATIONS .....	11
ARTICLE IX, SECTION 2 COPIES OF RULES .....	11
<b>ARTICLE X EMPLOYEE SECURITY AND PERSONNEL FILES</b> .....	<b>11</b>
ARTICLE X, SECTION 1 PERSONNEL FILES .....	11
ARTICLE X, SECTION 2 INSPECTION .....	11
ARTICLE X, SECTION 3 NOTIFICATION AND REPLY .....	12
<b>ARTICLE XI HOURS OF WORK, OVERTIME</b> .....	<b>12</b>
ARTICLE XI, SECTION 1 WORKWEEK, WORKDAY .....	12
ARTICLE XI, SECTION 2 OVERTIME PAY .....	12
ARTICLE XI, SECTION 3 REST PERIODS .....	13
ARTICLE XI, SECTION 4 CALL BACK .....	13
ARTICLE XI, SECTION 5 DISTRIBUTION OF OVERTIME .....	13
<b>ARTICLE XII SENIORITY</b> .....	<b>13</b>
ARTICLE XII, SECTION 1 DEFINITION OF SENIORITY .....	13
ARTICLE XII, SECTION 2 SENIORITY LIST .....	14
ARTICLE XII, SECTION 3 TERMINATION OF SENIORITY .....	14
ARTICLE XII, SECTION 4 PROBATIONARY PERIOD .....	14
<b>ARTICLE XIII UNION REPRESENTATIVES</b> .....	<b>14</b>
ARTICLE XIII, SECTION 1 STEWARD CLAUSE .....	14
ARTICLE XIII, SECTION 2 GRIEVANCE PROCEDURE MEETINGS .....	15
ARTICLE XIII, SECTION 3 UNION NEGOTIATING TEAM .....	15
ARTICLE XIII, SECTION 4 UNION REPRESENTATIVE VISITS TO THE WORKPLACE .....	15
<b>ARTICLE XIV SAFETY ISSUES</b> .....	<b>15</b>

<u>ARTICLE XV LEAVES OF ABSENCE</u>	<u>16</u>
ARTICLE XV, SECTION 1 BEREAVEMENT LEAVE/DEATH IN FAMILY.....	16
ARTICLE XV, SECTION 2 MILITARY LEAVE .....	16
ARTICLE XV, SECTION 3 TRAINING LEAVE .....	16
ARTICLE XV, SECTION 4 JURY DUTY .....	16
ARTICLE XV, SECTION 5 SICK LEAVE .....	17
ARTICLE XV, SECTION 6 PERSONAL DAYS .....	18
ARTICLE XV, SECTION 7 GENERAL LEAVE OF ABSENCE .....	18
<u>ARTICLE XVI WAGE RATES</u>	<u>18</u>
<u>ARTICLE XVII HOLIDAYS</u>	<u>19</u>
ARTICLE XVII, SECTION 1 HOLIDAYS OBSERVED .....	19
<u>ARTICLE XVIII CLOTHING ALLOWANCE</u>	<u>19</u>
ARTICLE XVIII, SECTION 1 CLOTHING, SHOE, CELL PHONE ALLOWANCE.....	19
<u>ARTICLE XIX VACATIONS</u>	<u>19</u>
ARTICLE XIX, SECTION 1 VACATION ACCRUAL .....	19
ARTICLE XIX, SECTION 2 VACATION SCHEDULING.....	20
ARTICLE XIX, SECTION 3 VACATION RIGHTS IN CASE OF SEPARATION .....	20
<u>ARTICLE XX INSURANCE AND PENSION</u>	<u>21</u>
ARTICLE XX, SECTION 1 MID-AMERICA CARPENTERS REGIONAL COUNCIL (MACRC) HEALTH FUND .....	21
ARTICLE XX, SECTION 2 HEALTH AND WELFARE ALTERNATIVE.....	22
ARTICLE XX, SECTION 3 PENSION.....	22
ARTICLE XX, SECTION 4 RETIREMENT INSURANCE PREMIUM COST SHARING.....	22
<u>ARTICLE XXI GENERAL PROVISIONS</u>	<u>23</u>
ARTICLE XXI, SECTION 1 BULLETIN BOARDS .....	23
ARTICLE XXI, SECTION 2 INOCULATIONS .....	23
ARTICLE XXI, SECTION 3 RESIDENCY REQUIREMENT .....	23
ARTICLE XXI, SECTION 4 TRAINING .....	23
<u>ARTICLE XXII SAVINGS CLAUSE</u>	<u>23</u>
<u>ARTICLE XXIII DURATION</u>	<u>24</u>
ARTICLE XXIII, SECTION 1 TERM OF AGREEMENT.....	24

2 **PREAMBLE**

3 This agreement is entered into by and between the City of Fulton (hereinafter  
4 referred to as the “Employer” or “City”), and the Mid-America Carpenters Regional  
5 Council and its affiliated Local #790 (hereinafter collectively referred to as the  
6 “Union”) has as its purpose the promotion of harmonious and mutually beneficial  
7 working and economic relations between the Employer and the Union, the  
8 establishment of equitable and peaceful procedures for resolution of any  
9 misunderstanding of differences which may arise; and to set forth herein the entire  
10 agreement between the parties.

11 **ARTICLE I RECOGNITION**

12 The Employer hereby recognizes the Union as the sole and exclusive collective  
13 bargaining representative for the purpose of collective bargaining on any and all  
14 matters relating to wages, hours, and all other terms and conditions of employment of  
15 all members in the bargaining unit, as provided in ILRB Case No. S-VR-15-001.

16 The bargaining unit shall be defined as follows:

17 Included: All Regular Full-time employees employed by the City of Fulton in  
18 the Public Works Department and Administrative Assistants in the following job  
19 classifications – Laborer, Collector, Administrative Assistants.

20 Excluded: All other employees of the City of Fulton and all supervisory,  
21 managerial and confidential employees within the meaning of the Illinois Public Labor  
22 Relations Act.

23 **ARTICLE II - NON-DISCRIMINATION**

24 **ARTICLE II, SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY**

25 The Employer agrees to provide equal employment opportunity for all  
26 employees and develop and apply equal employment practices.

27 **ARTICLE II, SECTION 2 NON-DISCRIMINATION**

28 The Employer shall not discriminate and employment-related decisions will be  
29 based upon qualifications and predicted performance in a given position without  
30 regard to race, color, gender, sex, ethnicity, physical or mental disability, age, religion,  
31 pregnancy, genetic information, military or veteran status, citizenship, national origin,  
32 or any other protected status in accord with federal, states, and local laws, nor shall  
33 the Employer discriminate against members as a result of activities on behalf of the  
34 Union or membership in the Union, or the exercise of constitutional rights. The  
35 Employer agrees to comply with all applicable laws. Claims of discrimination shall be  
36 resolved through the appropriate state and/or federal agencies and courts and shall  
37 not be processed through the grievance procedure of this Agreement.

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## **ARTICLE III DUES DEDUCTION**

### **ARTICLE III, SECTION 1 DUES DEDUCTION**

The Employer shall deduct from each paycheck and forward to the Union monthly a specified amount of dues for those employees signing a dues authorization card. The form will be provided by the Union. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any actions taken by the Employer in compliance with this section.

The Union shall provide to the Employer satisfactory proof of employee dues authorization and the amount of local membership dues. The Union shall advise the Employer of any change(s) in the amount of dues, in writing, at least fifteen (15) calendar days prior to the effective date of said changes(s).

## **ARTICLE IV MANAGEMENT RIGHTS**

### **ARTICLE IV, SECTION 1 MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Union recognizes the City's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following:

- a) To plan, direct, control and determine all operations and services of the City;
- b) To supervise and direct the working forces;
- c) To establish the qualifications for employment, establish and amend job descriptions, and to employ employees;
- d) To establish special positions and to select personnel to fill them;
- e) To schedule and assign work;
- f) To transfer employees; to determine work hours, including shift hours;
- g) To establish work and productivity standards;
- h) To assign overtime;
- i) To determine the methods, means, organization and number of personnel by which operations are conducted;
- j) To make, alter and enforce rules, regulations, orders and policies;
- k) To evaluate employees;
- l) To carry out the mission of the City.

Nothing contained in this Agreement shall diminish the City's obligation to bargain over the impact of the exercise of its management rights or over subject matter not addressed or known to the parties at the time of this Agreement, as provided under the Illinois Public Labor Relations Act; upon the request of the Union.

74 **ARTICLE IV, SECTION 2 EMERGENCY OPERATIONS**

75 The City may take any and all actions as may be necessary to carry out the  
76 mission of the city and Public Works Department in situations of civil emergency  
77 (including but not limited to tornados and floods) as may be declared by the Mayor, the  
78 City Administrator, or their authorized designee, which actions may include the  
79 temporary suspension of the provisions of this Agreement provided that wage rates  
80 and monetary benefits shall not be suspended and provided that all provisions of this  
81 Agreement shall be promptly reinstated once a civil emergency condition ceases to  
82 exist.

83 **ARTICLE V NO STRIKE**

84 **ARTICLE V, SECTION 1 NO STRIKE COMMITMENT**

85 Neither the Union nor any member will call, initiate, authorize, participate in,  
86 sanction, encourage, or ratify any work stoppage or the concerted interference with the  
87 full, faithful, and proper performance of the duties of employment with the Employer  
88 during the term of this Agreement.

89 **ARTICLE VI DISCIPLINE AND DISCHARGE**

90 **ARTICLE VI, SECTION 1 DISCIPLINE DEFINED/JUST CAUSE STANDARD**

91 No non-probationary employee covered by this Agreement shall be suspended,  
92 relieved from duty, disciplined in any manner or separated without just cause. The  
93 Employer agrees with the tenets of progressive and corrective discipline. However,  
94 the tenets of progressive and corrective discipline shall not apply to instances of  
95 serious misconduct which would warrant termination or suspension for the first  
96 offense. Disciplinary action or measures shall include only the following, which shall  
97 be imposed based upon the foregoing and the severity of the offense: verbal reprimand  
98 (documented in writing), written reprimand, suspension, demotion, and discharge.

99 Disciplinary action shall be imposed promptly after the Employer becomes  
100 aware of the event or action that gave rise to the discipline and has a reasonable  
101 period of time to investigate the matter. An employee may be relieved of duty pending  
102 any investigation, hearing or the imposition of discipline. Any employee so relieved  
103 shall receive all ordinary pay and benefits as if they were working, except in instances  
104 where the allegations involve serious misconduct which, if confirmed by the  
105 Employer's investigation, would warrant termination or suspension. In such cases if  
106 the Employers investigations finds the allegations to be unfounded, the employee shall  
107 be restored to their position, with back pay.

108 **ARTICLE VI, SECTION 2 REPRESENTATION DURING INVESTIGATION**  
109 **BILL OF RIGHTS**

110 Employees shall have the right to be represented at any disciplinary meeting  
111 by the Union Representative. The disciplinary meeting shall take place within three  
112 (3) days of the notice to the Representative. The Employee shall have the right to be  
113 represented at such inquiries, investigations by a Union Representative.

114 **ARTICLE VI, SECTION 3 PRE-DISCIPLINARY MEETING**

115 Prior to the Employer taking any final disciplinary action and concluding its  
116 investigation, the City Administrator shall meet with the employee. The purpose of  
117 the meeting shall be to inform the employee of the basis or reason(s) for the  
118 contemplated discipline, provide the employee with copies of supporting documents  
119 relating to the discipline investigation, and provide the employee an opportunity to  
120 speak on their own behalf and rebut the reasons for such discipline. An employee  
121 shall have the right to be represented by a Union Representative at such meeting.

122 The foregoing should not be construed as to prevent the Employer from taking  
123 immediate corrective actions with an employee or meeting with employees  
124 individually or as a department or part thereof, for the purpose of training, coaching,  
125 mentoring, educating, or remediating and for the purpose of conducting evaluations  
126 when such a meeting is without the expectation of discipline. Such meetings may be  
127 documented in writing and retained in department files and shall not constitute  
128 discipline.

129 **ARTICLE VI, SECTION 4 DISCIPLINE IMPOSED AND APPEAL**

130 Employees shall be notified of any disciplinary action in writing, including  
131 verbal reprimands. The written notice shall include the disciplinary action imposed  
132 and describe the reasons and basis for the discipline.

133 Any disciplinary action imposed upon an employee may be appealed through the  
134 grievance and arbitration provisions of this Agreement, within ten (10) working days  
135 of the receipt of the notice of discipline. Any employee found to be suspended or  
136 discharged without just cause shall be reinstated with full compensation for all lost  
137 time and with full restoration of all other rights and conditions of employment.

138 **ARTICLE VII DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

139 **ARTICLE VII, SECTION 1 DEFINITION OF A GRIEVANCE**

140 A grievance is defined as any unresolved difference between the Employer and  
141 the Union or any employee covered by this Agreement regarding the application,  
142 meaning or interpretation of the provisions of this Agreement.

143 **ARTICLE VII, SECTION 2 REPRESENTATION**

144 Grievances may be processed by the employee, or the Union on behalf of an  
145 employee or on behalf of a group of employees. Either party may have the grievant or  
146 one grievant representing group grievances present at any step of the grievance  
147 procedure, and the employee is entitled to union representation at each and every step  
148 of the grievance procedure upon his request.

149 **ARTICLE VII, SECTION 3 TIME LIMITATION**

150 Grievances may be withdrawn at any step of the grievance procedure without  
151 precedent. Grievances not appealed within the designated time limits will be treated  
152 as withdrawn grievances.

153 The Employer's failure to respond within the time limits shall not find in favor  
154 of the grievant, but shall automatically advance the grievance to the next step, except  
155 Step 4, Arbitration. Time limits may be extended by mutual written agreement.

156 **ARTICLE VII, SECTION 4 GRIEVANCE PROCESSING**

157 No employee or union representative shall leave their work assignment to  
158 investigate, file or process grievances without first making mutual arrangements with  
159 their immediate non-bargaining unit member supervisor, and such mutual  
160 arrangements shall not be denied unreasonably. In the event of an occurrence which  
161 the employee believes a grievance may be filed, the employee shall always perform  
162 their assigned work task and grieve their complaint later, unless the employee  
163 reasonably believes that the assignment endangers their safety.

164 **ARTICLE VII, SECTION 5 GRIEVANCE MEETINGS**

165 A maximum of two (2) employees (the grievant and/or local Union  
166 Representative) per work shift shall be excused from work with pay to participate in a  
167 grievance step-meeting. The employees shall only be-excused for the amount of time  
168 reasonably required to present the grievance. The employees shall not be paid for any  
169 time during which a grievance meeting occurs outside of the employee's work shift  
170 unless called for by the employer.

171 **ARTICLE VII, SECTION 6 STEPS IN PROCEDURE**

172 The parties acknowledge that it is usually most desirable for an employee and  
173 their immediate supervisor to resolve problems through free and informal  
174 communications. If, however, the informal processes does not resolve the matter, the  
175 grievance will be processed as set forth in the steps listed below.

176 Step 1 – Department Head – An employee, with or without a Union  
177 Representative, or the union shall prepare a written grievance on the form attached  
178 hereto as "Attachment A" and submit such grievance to the Department Head no later  
179 than ten (10) working days after the occurrence of the dispute giving rise to the  
180 grievance or ten (10) working days after the employee or union through the use of  
181 reasonable diligence knew or should have known of the occurrence of the dispute  
182 giving rise to the grievance. Within five (5) working days or other mutually agreeable  
183 date and time after the grievance has been submitted, the Department Head shall  
184 meet with the grievant and the Union Representative to discuss the grievance and  
185 make a good faith attempt to resolve the grievance the Department Head shall  
186 respond in writing to the grievant and the Union Representative within five (5)  
187 working days following the meeting.

188 Step 2 – City Administrator – If the grievance is not settled in Step 1 the  
189 grievance may be referred in writing by the employee or the union, within ten (10)  
190 working days after the decision of the Department Head to the City Administrator.  
191 Within fourteen (14) working days or other mutually agreeable date and time after the  
192 grievance has been filed with the City Administrator the City Administrator shall  
193 meet with the Union Representative and the grievant to discuss the grievance and  
194 make a good faith effort to resolve the grievance. No new counts or alleged violations  
195 may be added by the grievant or union after the Step 2 meeting. The City  
196 Administrator shall respond in writing to the grievant and the Union Representative  
197 within five (5) working days following the meeting.

198 Step 3 – Mayor/City Council – If the grievance is not settled at Step 2 the  
199 grievance may be referred in writing by the employee or the Union within ten (10)  
200 working days after the decision of the City Administrator, to the Mayor/City Council  
201 and/or their designee (s). Within fourteen (14) working days or other mutually  
202 agreeable date and time after the grievance has been filed with the Mayor/City  
203 Council and/or their designee(s), the Mayor/Council and/or their designee(s) shall meet  
204 with the Union Representative and the grievant to discuss the grievance and make a  
205 good faith effort to resolve the grievance. The Mayor/council and/or their designee (s)  
206 shall respond in writing to the grievant and the Union within five (5) working days  
207 following the meeting.

208 Step 4 – Arbitrator – If the dispute is not settled at Step 3, the Union shall have  
209 the right to refer the grievance to arbitration within ten (10) working days after the  
210 Mayor/City Council's written decision or the expiration of the five (5) day period if the  
211 Mayor/City Council (or their designee) fail to render a written decision.

212 “Working days” for purposes of this article shall be defined as Monday through  
213 Friday and shall not include weekends or holidays.

## 214 **ARTICLE VII, SECTION 7 ARBITRATION**

215 The parties shall jointly request the Federal Mediation and Conciliation Service  
216 (FMCS) to submit a panel of seven (7) arbitrators. The arbitrator shall be selected by  
217 each party striking a name from the list, until there is one name remaining. The  
218 remaining individual shall be the arbitrator. The order of striking names shall be  
219 determined a coin toss, with the loser striking first. Each party shall have the right to  
220 reject one (1) arbitration panel prior to selecting by name striking.

221 Both parties agree to make a good faith attempt to create a joint statement of  
222 facts and issues where there is mutual agreement to be submitted to the arbitrator.  
223 Facts and issues not mutually agreed upon shall be decided by the arbitrator. The  
224 Employer or Union shall have the right to request the arbitrator to require the  
225 presence of relevant witnesses and/or relevant documents.

226 The expenses and fees of arbitration and the cost of the hearing room shall be  
227 shared equally by the parties. Costs of arbitration shall include the arbitrator's fees,  
228 and transcription costs, if any.

229 Nothing in this Article shall preclude the parties from agreeing to use an  
230 expedited arbitration procedure. The decision and award of the arbitrator shall be  
231 made within thirty (30) days following the close of the hearing and shall be final and  
232 binding on the Employer, the Union and the employee (s) involved. The arbitrator  
233 shall have no power to amend, modify, nullify, ignore, add to or subtract from the  
234 provisions of the Agreement. All hearings shall be held in the City of Fulton, Illinois  
235 unless agreed to otherwise.

236

## **ARTICLE VIII LAYOFF**

### **ARTICLE VIII, SECTION 1 LAY-OFF AND RECALL**

238 Where there is an impending lay-off with respect to the employees in the  
239 bargaining unit, the Employer shall inform the Union Representative in writing no  
240 later than Thirty (30) days prior to such lay-off. The Employer will provide the Union  
241 Representative with the names of the employees to be laid off prior to the lay-off.  
242 Probationary employees, temporary and part-time employees within the same job  
243 classification to be laid off shall be laid off first, then employees shall be laid off in  
244 accordance with their seniority. The employees with the least amount of seniority  
245 shall be laid off first. All employees shall receive notice in writing of the lay-off at  
246 least thirty (30) days in advance of the effective date of such lay-offs.

247 No employee will be hired to perform or permitted to perform those duties  
248 normally performed by a employee while that employee is on lay-off status.

249 Any employee who has been laid-off shall be placed on the appropriate  
250 reinstatement list and shall be recalled on the basis of seniority in the Department;  
251 with the last employee laid-off being the first recalled. An employee's right to recall  
252 after a layoff shall be for a period of one (1) year from the date of layoff.

### **ARTICLE VIII, SECTION 2 EFFECTS OF LAY-OFF**

254 During the period of time that non-probationary employees have recall rights as  
255 specified in ARTICLE VIII, SECTION 1 , the following provisions shall be applicable  
256 to any non-probationary employees who are laid off by the City.

- 257 a) An employee shall be paid for all earned but unused vacation days at the  
258 time of lay-off. Earned but unused vacation days are defined as vacation  
259 days earned during the calendar year previous to the year during which  
260 the employee is laid off, but not taken by the employee during the year  
261 when laid off. Vacation days accrued during the year of lay-off shall be  
262 paid to the employee upon termination or the expiration of the right of  
263 recall. An employee shall be paid for all earned but unused personal  
264 leave at the time of lay-off at one third (1/3) of their accumulated rate. If  
265 the employee elects not to receive payment for these leaves they shall  
266 receive their unused personal leave and unused sick leave upon return  
267 from lay-off at one hundred percent (100%).
- 268 b) An employee shall have the right to maintain insurance coverage by  
269 paying in advance the full applicable monthly premium for family  
270 coverage as per the Mid-America Carpenters Regional Council Health  
271 Fund plan document.

272 c) If an employee is recalled, the amount of accumulated, uncompensated  
273 sick leave days that the employee had as of the effective date of the layoff  
274 shall be restored.

275 **ARTICLE IX RULES AND REGULATIONS**

276 **ARTICLE IX, SECTION 1 WORK RULES AND REGULATIONS**

277 Employees shall be required to comply with rules and regulations and policies,  
278 which may from time to time be promulgated by the City, unless they are in conflict  
279 with the provisions of this Agreement. The City Personnel Policy shall also apply to  
280 the employees covered by this agreement to the extent the subject matter is not  
281 addressed in, or in conflict with, the provisions of this Agreement.

282 **ARTICLE IX, SECTION 2 COPIES OF RULES**

283 Department Rules and Regulations, the City of Fulton Personnel Policy Manual  
284 and all other applicable rules, regulations, ordinances and policies shall be kept in an  
285 area accessible to employees during their work hours with a copy mailed to the Local  
286 Union.

287 **ARTICLE X EMPLOYEE SECURITY AND PERSONNEL FILES**

288 **ARTICLE X, SECTION 1 PERSONNEL FILES**

289 The Employer shall keep a central personnel file for each employee. The  
290 Employer is free to keep working files, but only material maintained in the central  
291 personnel file may provide the basis for disciplinary or other action against an  
292 employee.

293 **ARTICLE X, SECTION 2 INSPECTION**

294 Upon request of an employee, the Employer shall reasonably permit an  
295 employee to inspect his personnel file subject to the following:

- 296 a) Such inspection shall occur within a reasonable period of time following  
297 receipt of the request;
- 298 b) The employee shall not be permitted to remove any part of the personnel  
299 file from the premises but may obtain copies of any information contained  
300 therein;
- 301 c) Such inspection shall occur during daytime working hours Monday  
302 through Friday upon reasonable request;
- 303 d) Upon written authorization by the requesting employee, in cases where  
304 such employee has a written grievance pending, such employee may have  
305 a representative of the union present during their inspection of their file  
306 and/or may designate in such written authorization that said  
307 representative may inspect their personnel file subject to the procedures  
308 contained in this Article;

309 **ARTICLE X, SECTION 3 NOTIFICATION AND REPLY**

310 Employees shall be given reasonable notice by Employer when a formal, written  
311 warning or other adverse or disciplinary documentation is placed in their personnel  
312 file. A copy of the written warning, adverse or disciplinary documentation shall be  
313 delivered to the employee, at which time the employee may prepare a written reply to  
314 the written warning, adverse or disciplinary documentation. The written reply must  
315 be made within ten (10) days of the notice to the Employee of the disciplinary  
316 documentation and shall be attached to the written warning, adverse or other  
317 disciplinary documentation in the personnel file, and shall remain so attached as long  
318 as associated document remains in the personnel file.

319 **ARTICLE XI HOURS OF WORK, OVERTIME**

320 **ARTICLE XI, SECTION 1 WORKWEEK, WORKDAY**

321 Bargaining unit employees shall normally be scheduled to work eight (8)  
322 consecutive hours, start time between 6:00 a.m. and 8:00 a.m. on Monday through  
323 Friday with a one-half (.5) hour unpaid lunch period.

324 Eight (8) hours constitutes a workday, and forty (40) hours constitute a  
325 workweek.

326 Overtime will be paid on the basis of eight (8) hours per day and forty (40) hours  
327 per week.

328 **ARTICLE XI, SECTION 2 OVERTIME PAY**

329 All overtime shall be paid at one and one-half (1.5) times the regular straight-  
330 time rate of pay.

331 All other work performed on Holidays shall be paid at one and one-half (1.5) the  
332 regular straight time rate of pay plus the holiday pay.

333 All overtime work performed on Sunday shall be paid at two (2) times the  
334 regular straight-time rate of pay.

335 All work performed for water and sewer plant checks on Saturday, Sunday and  
336 Holidays shall be paid at two (2) hours a day or Employee may elect four (4) hours at  
337 compensatory time for each day.

338 Hours worked in excess of a workday or work period as defined above, whether  
339 of an emergency or of a non-emergency nature, shall be compensated at the overtime  
340 rate of pay; one and one-half the employee's hourly rate of pay. "Hours worked" in this  
341 section for purposes of calculating overtime pay shall include all hours in a pay status.  
342 The overtime rate shall be computed on the basis of completed fifteen (15) minute  
343 segments. Overtime shall not be paid twice for same hours worked.

344 Employees compensatory time may be paid in lieu of overtime payment if the  
345 employee so elects. Compensatory time will be calculated at the same rate as overtime  
346 pay. Compensatory time shall be granted at such times and in such time blocks as are  
347 mutually agreed upon between the involved employee and a supervisor; permission to  
348 use compensatory time shall not be unreasonable denied by the supervisor if  
349 operational requirements will not be adversely affected. Up to twenty-four (24) hours  
350 of compensatory time may be banked and must be used within the City budget year,  
351 May 1 through April 30. If more than one (1) person requests to be off at the same  
352 time, seniority shall govern. This time may be used Monday through Friday. Unused  
353 compensatory time shall be paid as overtime.

354 In the event an emergency is declared by the Employer, as many of the  
355 employees shall be continued on duty for such number of hours as may be necessary.  
356 For the purposes of this Agreement, emergency shall be defined as a sudden  
357 unexpected happening; an unforeseen occurrence or condition; specifically, perplexing  
358 contingency or complication of circumstances; a sudden or unexpected occurrence and  
359 action; or relatively permanent condition of insufficiency of service or of facilities  
360 resulting in social disturbances of distress.

#### 361 **ARTICLE XI, SECTION 3 REST PERIODS**

362 Employees are permitted a rest period not to exceed fifteen (15) minutes during  
363 the first half of their work shift, and fifteen (15) minutes during the second half of  
364 their work shift.

#### 365 **ARTICLE XI, SECTION 4 CALL BACK**

366 A call-back is defined as an official assignment of work which does not  
367 continuously precede or follow an employee's regularly scheduled working hours.  
368 Employees called back to work shall be compensated for two (2) hours at the  
369 appropriate overtime rate or be compensated for the actual time worked, whichever is  
370 greater, at the overtime rate.

371 Any community event that requires the public works employees service shall be  
372 compensated at one and one-half times (1.50) times the hourly rate on a voluntary  
373 basis only.

#### 374 **ARTICLE XI, SECTION 5 DISTRIBUTION OF OVERTIME**

375 Overtime opportunities shall be first offered to the on-call employee. If  
376 additional staffing beyond the on-call employee is required, it shall be offered to the  
377 next employee scheduled on the on-call list, then to the next and so on until the  
378 overtime has been appropriately staffed.

### 379 **ARTICLE XII SENIORITY**

#### 380 **ARTICLE XII, SECTION 1 DEFINITION OF SENIORITY**

381 As used herein, the term "seniority" shall refer to and be defined as the  
382 continuous length of service or employment in a position covered by this Agreement  
383 from the date of the employee's last hire.

384 **ARTICLE XII, SECTION 2 SENIORITY LIST**

385 The Employer shall prepare a list setting forth the seniority dates for all  
386 employees covered by this Agreement and shall become effective on or after the date of  
387 execution of this Agreement. Such lists shall finally resolve all questions of seniority  
388 affective employees covered under this Agreement or employed at the time the  
389 Agreement becomes effective. Disputes as to subsequent additions or modifications to  
390 the seniority list shall be resolved through the grievance procedure.

391 **ARTICLE XII, SECTION 3 TERMINATION OF SENIORITY**

392 An employee shall have their seniority terminated when they:

- 393 a) Quit; or  
394 b) Are discharged for just cause (probationary without cause); or  
395 c) Are laid off pursuant to the provisions of this Agreement for a period of  
396 twelve (12) consecutive months, or fails to report to work within fifteen  
397 (15) days after having been recalled from such lay off; or  
398 d) Are absent for three (3) consecutive scheduled work days without proper  
399 notification or authorization; or  
400 e) Fails to immediately report for work at the termination of a leave of  
401 absence; or  
402 f) If the employee retires.

403 **ARTICLE XII, SECTION 4 PROBATIONARY PERIOD**

404 All newly hired Employees shall serve a twelve (12) month probationary period  
405 from their date of hire. Employees shall become Members of the Union after thirty  
406 (30) days of employment. Probationary employees will receive such contractual  
407 benefits not restricted from them during their probation period. Upon completion of  
408 the probationary period, employees will be given seniority back to their date of hire.

409 **ARTICLE XIII UNION REPRESENTATIVES**

410 For the purposes of administering and enforcing the provisions of this  
411 Agreement, the Employer agrees as follows:

412 **ARTICLE XIII, SECTION 1 STEWARD CLAUSE**

413 The Employer recognizes the right of the Union to designate shop stewards  
414 and/or alternates to handle such Union business as may from time to time be  
415 delegated to them by the Union. The Shop Steward or alternate shall be an employee  
416 of the Employer. Duties of the Shop Steward shall be to report to the Union employees  
417 who have worked twelve (12) months and become eligible members of the Union, keep  
418 record of all grievances and report them to the Union.

419 No steward shall be discriminated against by the Employer for the faithful  
420 performance of his duties as steward, nor shall any steward be discharged, placed on  
421 layoff or disciplined until notice has been given to the business representative of the  
422 Union in writing.

423 Stewards, upon receiving permission from the immediate non-bargaining unit  
424 supervisor, shall be permitted to devote reasonable time during working hours without  
425 loss of pay to investigate or process grievances or disputes. No employees or Union  
426 representatives shall leave work to investigate, file or process grievances without first  
427 informing their immediate non-bargaining unit supervisor or designee as well as the  
428 supervisor of any unit to be visited. Such permission shall not be unreasonably  
429 denied. The Employer reserves the right to require reasonable documentation of time  
430 spent in processing grievances.

431 In the event of a layoff the Steward shall be the last employee laid off, provided  
432 that they can perform the required duties.

433 **ARTICLE XIII, SECTION 2 GRIEVANCE PROCEDURE MEETINGS**

434 Reasonable time while on duty shall be permitted to the Steward for the  
435 purpose of aiding or otherwise representing employees in the handling and processing  
436 of grievances or exercising other rights set forth in this Agreement, and such  
437 reasonable time shall be without loss of pay.

438 **ARTICLE XIII, SECTION 3 UNION NEGOTIATING TEAM**

439 Members designated as being on the union negotiating team who are scheduled  
440 to work on a day on which negotiations will occur, shall, for the purpose of attending  
441 scheduled negotiations, be excused from their regular duties without loss of pay. If a  
442 designated union negotiating team member is in regular day-off status on the day of  
443 negotiations, they will not be compensated for attending the session, nor will the hours  
444 or time spent in negotiations be considered as hours worked for computing overtime  
445 compensation.

446 **ARTICLE XIII, SECTION 4 UNION REPRESENTATIVE VISITS TO THE**  
447 **WORKPLACE**

448 Representatives of the Union shall be given reasonable access to the workplace  
449 for purposes of negotiating and administering this Agreement. Notice of such visits  
450 shall be conveyed to the Department Head or their designee. The Union  
451 Representative shall have the right to examine time sheets and other records  
452 pertaining to the computation of compensation of any employee whose pay is in  
453 dispute or any other records of the employee pertaining to a specific grievance, at  
454 reasonable times with the employee's consent.

455 **ARTICLE XIV SAFETY ISSUES**

456 The Employer shall take all reasonable steps to protect employees during work  
457 hours in the performance of their duties. No employee shall be required to use any  
458 equipment that has been designated by both the Union Representative and the  
459 Employer as being defective because of a disabling condition unless the disabling  
460 condition has been corrected.

461 When an assigned department vehicle is found to have a disabling defect or is in  
462 violation of the law, the employee will notify his supervisor, complete required reports,  
463 and follow the supervisor's direction relative to requesting repair, replacement, or the  
464 continued operation of said vehicle.

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## **ARTICLE XV LEAVES OF ABSENCE**

### **ARTICLE XV, SECTION 1 BEREAVEMENT LEAVE/DEATH IN FAMILY**

The Employer agrees to provide to an employee leave without loss of pay at straight time, for time actually lost as a result of death in the immediate family or covered employee's significant other, not to exceed five (5) workdays. A member of the immediate family shall be defined to be any employees parents (including step), spouse, children (including step, legal guardian or adopted), siblings (including half or step), grandparent (including great), or grandchild. Also included as a member of the immediate family shall be the legal spouse's parents (including step), siblings and grandparents.

### **ARTICLE XV, SECTION 2 MILITARY LEAVE**

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to duty shall be granted a leave of absence and compensation as provided by applicable state and federal statutes.

### **ARTICLE XV, SECTION 3 TRAINING LEAVE**

The City will encourage whenever possible, the attendance at professional and technical conferences and short courses and training sessions in the various phases for employment. Time spent in training sessions shall be considered as hours worked and compensated at the appropriate rate of pay. Travel time shall be compensated in accordance with the provisions of the Fair Labor Standards Act (FLSA). If employee uses their personal vehicle they shall be paid mileage at the IRS Rate.

### **ARTICLE XV, SECTION 4 JURY DUTY**

An employee shall be granted leave with pay if called for jury duty. Any money paid to the employee for jury duty occurring on a day which the employee was scheduled to work shall be turned over to the City Treasurer.

491 **ARTICLE XV, SECTION 5 SICK LEAVE**

492 The City shall grant sick leave in hourly increments, which is a paid leave of  
493 absence due to non-service illness or injury to an employee. Sick leave shall be  
494 granted to an employee if a member of the employee's immediate family experiences  
495 an illness or injury in an emergency or life-threatening situation. Immediate family is  
496 defined to include an employee's spouse, child, and stepchild, parents and step-parents  
497 or other family member living in the employee's household. An employee may use at  
498 their election sick leave annually for the illness or injury of the employee's immediate  
499 family as defined in this Section. The employee may be required to provide a  
500 certification from a physician, physician's assistant or nurse practitioner of the illness.  
501 For the absence of an employee for a period in excess of three (3) consecutive days, the  
502 City may require an examination and certification from a physician of City's choice  
503 and at the expense of the City. If the City's physician determines the employee is able  
504 to return to work, the employer's physician's opinion shall stand unless the employee  
505 requests a review from a third physician. If the employee requests a third physician,  
506 the parties shall mutually agree upon a third physician to examine the employee and  
507 provide an opinion. Such opinion shall be binding on both parties and the cost of the  
508 third physician shall be shared equally between the parties.

509 Employees shall earn twelve (12) sick days per year, accrued at eight (8) hours  
510 per month. Employees may accrue to a maximum of sixty (60) – eight (8) hour days  
511 per year, which equals 480 hours. Upon leaving employment, in good standing, a  
512 payment for one-third of accumulated sick leave will be paid, with a maximum of  
513 twenty (20), eight (8) hour days, using the employee's base salary as of the employees  
514 last work day . An employee who accumulates sixty (60) eight-hour days of unused  
515 sick leave, shall be entitled to be paid an amount equal to their regular compensation,  
516 for a period of time equal to one third (1/3) of the sick leave accumulated in any one  
517 year in excess of sixty (60) eight-hour days. This payment will be made on the first  
518 payday of December.

519 Any employee, who fraudulently uses their sick leave compensation, may be  
520 subject to disciplinary action, up to and including discharge.

521 Uses of sick leave may include any form of preventative medicine or treatment,  
522 which requires the employee to take time off during working hours, to see a doctor,  
523 receive hospital or clinical services, or any other similar medical attention. Such  
524 usage must be reported to the employee's supervisor prior to leaving work. An  
525 employee requesting a sick day, must notify their supervisor one-half hour prior to the  
526 start of their scheduled work day. Failure to report, may cause forfeiture of the  
527 employee's sick pay, in addition to possible disciplinary action.

528 The Parties acknowledge that the Paid Leave for All Workers Act (The Act) (820  
529 ILCS 192/15) was expressly not intended to interfere with, impede, or in any way  
530 diminish the right of employees to bargain collectively to establish wages or other  
531 conditions of work. Having contemplated the minimum standards established in the  
532 Act the Parties expressly agree to waive all provisions under the Act, as the benefits  
533 and established processes afforded members of the Department are clear and  
534 unequivocal and exceed the standards outlined within the Act.

535 **ARTICLE XV, SECTION 6 PERSONAL DAYS**

536 Employees shall be allowed up to twenty four (24) hours of personal leave per  
537 year. Personal leave may be granted with at the discretion of the Supervisor with two  
538 (2) days' notice. However, this notice requirement shall be waived in the event of an  
539 emergency or if sufficient manpower is scheduled to work on the date the personal day  
540 is requested. Personal leave requests shall not be unreasonably denied. Personal  
541 leave shall not accumulate and must be used within the year. Personal leave may be  
542 taken in four (4) or eight (8) hour increments.

543 **ARTICLE XV, SECTION 7 GENERAL LEAVE OF ABSENCE**

544 General full-time employees may upon written request to the City  
545 Administrator, be granted a leave of absence without pay or accrual of any benefits or  
546 seniority.

547 Requests for leave of absence without pay, shall be for a period of time not to  
548 exceed one (1) year in duration. Any request for an extension of leave, shall be subject  
549 to all the requirements of the original request. The requesting employee shall state  
550 the reason(s) why the request should be granted, the date they begin and the date they  
551 will return. The City Administrator may approve or disapprove requests on the basis  
552 of the operating requirements of the individuals department, availability of substitute  
553 employees, the performance and attendance record of the employee and the reasons for  
554 the request.

555 Absolute assurance of reinstatement following the leave provided in this section  
556 cannot be given. However, if the position is still in existence and is vacant at the  
557 conclusion of the leave period, the employee may resume their status therein. If the  
558 position no longer exists or is filled, every effort will be made to place the employee in  
559 a comparable position, as soon as it is possible.

560 **ARTICLE XVI WAGE RATES**

561 Wage rates for the classifications covered by this Agreement appear in  
562 Appendix "A", attached. The wages of employees shall be paid biweekly. In the event  
563 a pay-day is also a holiday, the preceding day will be a pay-day. Employees covered by  
564 this Agreement are hourly employees.

565 The starting wage rate for all Employees shall not be less than 22.00 per hour.  
566

Effective Date	Employee	Wage Increases
May 1, 2026	1st Year	5.00% Increase
May 1, 2027	2nd Year	4.50% Increase
May 1, 2028	3rd Year	3.00% Increase

567 Public works employees shall receive an additional \$1.00 (one dollar) per hour  
568 for each water license they obtain up to Class B. Public works employees shall receive  
569 an additional \$1.00 (one dollar) per hour for each waste water license they obtain up to  
570 Class 3. Public works park employee shall receive an additional \$1.00 (one dollar) per  
571 hour. All employees shall receive an additional \$0.25 (twenty five cents) per hour on  
572 every 5<sup>th</sup> (fifth) year anniversary date.

573

**ARTICLE XVII HOLIDAYS**

**574 ARTICLE XVII, SECTION 1 HOLIDAYS OBSERVED**

575 The following days shall be recognized and observed as paid holidays at eight (8)  
576 hours for each Holiday:

New Years Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

577

578 Holidays shall be observed on their legal dates, however, employees working a  
579 Monday through Friday business-type schedule shall observe holidays on the day  
580 established by the City.

581

**ARTICLE XVIII CLOTHING ALLOWANCE**

**582 ARTICLE XVIII, SECTION 1 CLOTHING, SHOE, CELL PHONE ALLOWANCE**

583 The City shall provide clothing and shoe allowance to all employees on an  
584 annual basis. Shirts and pants provided by the Public Works employees are  
585 considered required work uniforms and shall not be counted toward or deducted from  
586 any clothing or footwear allowance. Uniforms issued by the City shall consist of City  
587 issued shirts, or sweatshirts displaying the City of Fulton logo. Public Works  
588 Department may charge through the Cities approved vendor up to three hundred fifty  
589 dollars (\$350) annually to replace worn shirts or pants. Public Works employees shall  
590 receive up to two hundred dollars (\$200.00) a year boot allowance upon proof of  
591 purchase, this amount can be carried over during the contract period. A twenty five  
592 dollar (\$25.00) nontaxable stipend shall be given to each member per month for cell  
593 phone. Office staff will receive up to three hundred fifty dollars (\$350.00) for business  
594 casual work attire or shirts displaying the City of Fulton logo.

595

**ARTICLE XIX VACATIONS**

**596 ARTICLE XIX, SECTION 1 VACATION ACCRUAL**

597 All employees will receive vacation time accrued during the prior year annually  
598 on January 1<sup>st</sup>; vacation time shall be accrued on the employee's anniversary date of  
599 hire as follows:

Two weeks after one year of full-time service.
Three weeks after four years of full-time service.
Four weeks after eight years of full-time service.
Five weeks at fifteen years of full-time service.

600

601 A week shall be determined by the amount of hours an employee is scheduled to  
602 work. Example: If the employee's regularly scheduled workweek is forty (40) hours, a  
603 vacation of two (2) weeks equals eighty (80) hours time off. Computation of continuous  
604 service starts on the date the employee begins work and continues as long as the  
605 employee is employed. Continuous service will be considered broken, if the employee  
606 resigns or is terminated. Time lost due to occupational illness or accident or sickness  
607 and injury will be considered as time worked, for a period not to exceed the employee's  
608 sick benefits and/or workers compensation benefits.

609 **ARTICLE XIX, SECTION 2 VACATION SCHEDULING**

610 All requests for vacation leave shall be made annually on January 1<sup>st</sup> of each  
611 calendar year or as otherwise required by the department. Vacation time shall be  
612 used in two (2) hour increments unless previously approved by employee's supervisor  
613 and the City Administrator to use less than two (2) hours. If more than one employee  
614 requests taking the same vacation time and work scheduling does not permit the  
615 absence of two (2) employees, the senior employee will be given preference. Vacation  
616 leave will be paid on the basis of the employees regular workweek. All accrued  
617 vacation time must be used within the anniversary year it is accumulated. Vacation  
618 time may not be advanced, lent or given to another employee. In an emergency, a  
619 maximum of one (1) week vacation time may be carried over to the following year, if  
620 approved by the employee's supervisor and the City Administrator. Further, an  
621 employee receiving an increase in vacation (advancing to a new vacation step) because  
622 years of service will receive the additional vacation on the anniversary date for use in  
623 the year it was received. If an employee is unable to use the additional vacation by the  
624 December 31<sup>st</sup>, the employee shall be allowed to carry over the additional remaining  
625 vacation into the next vacation year for use during that year; with the approval of the  
626 Supervisor.

627 Vacation time of one (1) week only, at regular base salary, may be paid to an  
628 employee, who works in lieu of his time off, with written advance approval by the  
629 employee's supervisor. However, this will be granted only in very extenuating  
630 circumstances, as it is beneficial for the employee to have time away from the job, in  
631 the form of a vacation. This will be paid at the final pay period of the calendar year.

632 On January 1<sup>st</sup>, the Department Head or Supervisor shall post a vacation  
633 schedule. Vacation-time will be determined by the seniority of the employees. If the  
634 time requested will interfere with the operation of the department, the employee and  
635 the Supervisor will work out an alternative time. Once vacations have been  
636 requested, employees may change their requests, with the approval of the Supervisor.  
637 However, the Employee requesting vacation change may not use seniority preference  
638 to bump a less senior employee/already scheduled.

639 **ARTICLE XIX, SECTION 3 VACATION RIGHTS IN CASE OF SEPARATION**

640 Any employee who is discharged, retired, or separated from the service of the  
641 employer for any reason, prior to taking their vacation, shall be compensated in cash  
642 for the unused vacation they have accumulated at the time of separation.

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## ARTICLE XX INSURANCE AND PENSION

### ARTICLE XX, SECTION 1 MID-AMERICA CARPENTERS REGIONAL COUNCIL (MACRC) HEALTH FUND

The Employer shall provide coverage under the Mid-America Carpenters Regional Council (MACRC) Health Fund unless otherwise directed herein, the Employer shall pay into the Mid-America Carpenters Regional Council Health Fund (hereinafter referred to as "MACRC Health Fund") an amount per month by Employees who are covered by this Agreement and choose to participate in the MACRC Health Fund, as follows:

Effective Date	Employer Contribution (90% of Total Premium)	Employee Deduction (10% of Total Premium)	Total Premium
May 1, 2026	\$1,440.00 per month	\$160.00 per month	\$1,600.00 per month
May 1, 2027	\$1,512.00 per month	\$168.00 per month	\$1,680.00 per month
May 1, 2028	\$1,584.00 per month	\$176.00 per month	\$1,760.00 per month

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Mid-America Carpenters Regional Council (MACRC) Health Fund, by any present and future Amendments thereto and irrevocably designates as their representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time, and agrees to be bound by all action taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.

The contributions of the Employer covered by this Agreement shall be used exclusively to provide group insurance and other related Health and Welfare Benefits for eligible Employees and/or their families in such form or amount as the Trustees of the Health and Welfare Fund may determine.

Payment of Employer contributions to the Health Fund shall be made on the 15<sup>th</sup> day of the month in accordance with the conditions set forth in this agreement as to rates and hours and in the manner and form prescribed by the Trust Agreement or as designated by the Trustees. The said Health Fund is and shall continue to be administered by an equal number of representatives of the Employers and of the Union pursuant to the Agreement and Declaration of Trust heretofore signed by the Employers and the Union, as now in effect and as it may be amended from time to time, in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present and future amendments thereto are made a part of the Agreement as if set forth herein at length.

676 The Employer shall furnish the Fund Office with such information as the names  
677 of the Employees, classifications, Social Security numbers, wages, and/or hours  
678 worked, and such other information as may be required for the proper and efficient  
679 administration of the Health Fund.

680 Failure of the Employer after reasonable written notice by the Administrative  
681 Fund Office to furnish reports, pay contributions or comply with the rules and  
682 regulations formulated and promulgated by the Trustees of the MACRC Health Fund,  
683 shall be considered a violation of the terms and conditions of this Collective  
684 Bargaining Agreement and shall subject this Agreement to cancellation as to such  
685 Employer.

686 In the event that the Employer becomes delinquent in making any of the  
687 aforesaid reports and payments and is so advised by formal notification in writing by  
688 the Administrative Fund Office, the Employer shall pay in addition to the amount due,  
689 reasonable fees of Certified Public Accountants as expressly used to establish the  
690 amount due, reasonable fees of Attorney in effectuating payment, and liquidated  
691 damages in amount as determined in accordance with the Agreement and Declaration  
692 of Trust.

693 The collection of amounts due under this Article shall not be subject to the  
694 Settlement of Disputes procedure established in Article VII .  
695

#### 696 **ARTICLE XX, SECTION 2 HEALTH AND WELFARE ALTERNATIVE**

697 If during the term of this Agreement the Employer and the Union agree to  
698 participate in a different health & welfare plan, they may do so, provided the Union  
699 gives notice to the Employer not less than thirty (30) days prior to such change.

#### 700 **ARTICLE XX, SECTION 3 PENSION**

701 All employees covered by this Agreement who are eligible shall participate in  
702 and be covered by the Illinois Municipal Retirement Fund (IMRF), and said eligible  
703 employees and the City of Fulton shall contribute to the IMRF as required by State  
704 Statute.

#### 705 **ARTICLE XX, SECTION 4 RETIREMENT INSURANCE PREMIUM COST** 706 **SHARING**

707 Employees who meet the minimum requirements for retirement benefits  
708 according to the Illinois Municipal Retirement Fund (IMRF) but not having to be  
709 eligible to collect those benefits at the time of separation, shall be eligible for retiree  
710 insurance assistance from the City under the following conditions:

711 (A) Retirees with at least ten (10) years but less than twenty (20) years of  
712 service with the City:

- 713 1. Retirees must be at least fifty-five (55) years of age.
- 714 2. Ineligible for insurance through their spouse's employer.
- 715 3. The City shall pay thirty-three (33%) percent of the premium cost  
716 for the single health insurance plan until the retiree reaches the age of  
717 Medicare/Medicaid eligibility.

718 (B) Retirees with at least twenty (20) years of service or more with the City:

- 719                   1.     Retirees must be at least fifty-five (55) years of age.  
720                   2.     Ineligible for insurance through their spouse's employer.  
721                   3.     The City shall pay sixty-six (66%) percent of the premium cost for  
722                   the single health insurance plan until the retiree reaches the age of  
723                   Medicare/Medicaid eligibility.

724                   **ARTICLE XXI GENERAL PROVISIONS**

725                   **ARTICLE XXI, SECTION 1 BULLETIN BOARDS**

726                   The Employer shall provide the Union with designated space on available  
727                   bulletin boards or provide a bulletin board on a reasonable basis for purposes of the  
728                   Union. Said bulletin board shall be used solely for the purpose of non-political, non-  
729                   inflammatory Union notices and information.

730                   **ARTICLE XXI, SECTION 2 INOCULATIONS**

731                   The Employer agrees to pay all expenses for inoculation or immunization shots  
732                   for employees when such becomes necessary as a result of said employee's exposure to  
733                   contagious diseases where said employee exposed to said disease.

734                   **ARTICLE XXI, SECTION 3 RESIDENCY REQUIREMENT**

735                   All employees, as a condition of employment, shall reside within a thirty (30)  
736                   mile area "as the crow flies" from the City of Fulton corporate limits.

737                   **ARTICLE XXI, SECTION 4 TRAINING**

738                   If an employee is authorized by the Supervisor or their designee to attend  
739                   training outside a ten (10) mile radius from the City of Fulton City Hall, the employee  
740                   will be reimbursed for expenses authorized by the Supervisor or their designee in  
741                   accordance with City policy.

742                   **ARTICLE XXII SAVINGS CLAUSE**

743                   If any provision of this Agreement or any application thereof should be rendered  
744                   or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by  
745                   any existing or subsequently enacted Federal or State legislation, or by Executive  
746                   Order or other competent authority, the remaining provisions of this Agreement shall  
747                   remain in full force and effect. In such event, upon the request of either party, the  
748                   parties shall meet promptly and negotiate with respect to substitute provisions for  
749                   those provisions rendered or declared unlawful, invalid, or unenforceable.

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**ARTICLE XXIII DURATION**

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**ARTICLE XXIII, SECTION 1 TERM OF AGREEMENT**

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This Agreement shall be effective May 1, 2026 and shall remain in effect through April 30, 2029 except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of a demand to bargain to modify the terms of the Agreement is given in writing by certified mail by either party at least sixty (60) days prior to the expiration date. Such notices shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

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IN WITNESS WHEREOF, 1st DAY OF May, 2026.

761

MID-AMERICA CARPENTERS  
REGIONAL COUNCIL

CITY OF FULTON

  
\_\_\_\_\_

Kevin McLaughlin  
Executive Secretary-Treasurer

  
\_\_\_\_\_

Joel Pogose  
President

  
\_\_\_\_\_

Eric Sikkema  
Fulton City Administrator

762