

AN AGREEMENT
BY AND BETWEEN

THE CITY OF BATAVIA

AND

TEAMSTERS LOCAL #673

JANUARY 1, 2015 TO DECEMBER 31, 2017

APPROVED BY BATAVIA CITY COUNCIL ON
NOVEMBER 2, 2015

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ARTICLE I

PREAMBLE

This Agreement is entered into by and between the City of Batavia, an Illinois municipal corporation (herein referred to as the "Employer") and the Teamsters Local 673 (herein referred to as the Union).

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union, in the best interest of the Employer and Union Members collectively, and to make clear the basic terms upon which such relationship depends. In the absence of a contract provision(s) addressing an issue(s), it is agreed that consistent with the Management Rights Article, written City and Department policy will prevail. It is the intent of the parties to work together and to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings and grievances relating to employees' wages, hours and work conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative, and/or agents, do mutually covenant and agree as follows:

ARTICLE II

RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining in matters relating to wages, hours, and other terms and conditions of employment of all employees in the bargaining unit.

The bargaining unit shall include:

All permanent full-time records technicians, all permanent part-time records technicians, community service officers, and all permanent limited part-time records technicians; (Permanent limited part-time records technicians are those technicians whose work week averages under 20 hours) and

The bargaining unit shall exclude:

Records Supervisor, and all other employees of the City of Batavia, in accordance with Illinois State Labor Relations Board Case No. S-RC-88-95.

ARTICLE III

DUES DEDUCTION AND FAIR SHARE

Upon receipt of proper written authorization from the employee, the City shall deduct in equal installments each pay period, Union dues in the amount certified by the Union from the pay of all employees covered by this Agreement who authorize such deductions in

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writing. Such money shall be remitted to the Teamsters Local 673 within thirty (30) days after deductions.

Such deductions will be terminated on the employee's written request to both the employer and the Union.

With respect to an employee from whom the City has not received a written authorization, or who revokes a previously executed authorization, the City shall deduct a fair share fee, including any past due amount, and forward the amount deducted to the Teamsters Local 673 in the same manner and at the same time as dues are remitted. Such fair share deductions shall commence with the month following the month in which the City is notified by the Union that an employee is obligated to pay the fair share fee.

Fair share fees shall not exceed the cost of dues paid by members of the Union. Such fair share fees shall be calculated and deducted in a manner consistent with the requirements established by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Employee claims or disputes concerning fair share fees, including but not limited to those based upon bona fide religious tenets or teachings, shall be processed and resolved through the procedures established by the Illinois State Labor Relations Board.

The Union shall indemnify and hold the City harmless from any and all liability arising out of its compliance with this provision.

ARTICLE IV

NON-DISCRIMINATION

Section 1: Non-discrimination.

Neither the Employer nor the Union shall discriminate against any employee in a manner which would violate any applicable law because of race, creed, color, national origin, age, sex, or disability.

Section 2: Union Membership.

Neither the Employer nor the Union shall interfere with the rights of employees to become or refuse to become members of the Union, and there shall be no discrimination against any employee because of Union membership or non-membership activity or status. The Union recognizes its responsibility as a bargaining agent and agrees to represent fairly all employees in the bargaining unit.

Section 3: Grievance Remedies.

Any employee asserting a violation of Section 1 of this Article may process their grievance up to the city administrator's decision level. Employees dissatisfied with the disposition of their grievance under this Article may seek redress before the appropriate administrative agency or appropriate court.

Section 4: Use of Masculine Pronoun.

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 5: Americans with Disability Act.

During the term of this Agreement the parties agree to modify this Agreement in any way necessary to conform with the provisions of the Americans With Disability Act.

ARTICLE V

NO STRIKE/NO LOCKOUT

Section 1: No Strike Commitment.

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify, any work stoppage, slow down, or the concerted interference with the full faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established, provided that the Employer establishes a separate entrance for the bargaining unit employees to use.

Section 2: Resumption of Operations.

In the event of action prohibited by Section 1 above, the Union immediately shall disavow and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this section.

ARTICLE VI

MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to: to plan, direct, control and determine the budget and all the operations, services, and mission of the Employer; to supervise and direct the work force; to establish qualifications for employment and to employ employees; to establish specialty positions and select personnel to fill them; to establish work standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend, and discharge employees for just cause, probationary employees without cause, to change or eliminate existing methods, equipment, or facilities or to introduce new ones; to determine training needs; to establish work hours (shifts); to determine internal investigative procedures; to take any and all actions as may be necessary to carry out the mission of the Employer and its Police Department in the event of civil emergency, riots, civil disorders, or natural disasters as may be declared by the Mayor or his authorized designee, to the extent that it does not violate the express written provisions of this Agreement.

ARTICLE VII

EMPLOYEE SECURITY

Section 1: Definition

No employee covered by the terms of this Agreement shall be suspended, relieved of duty, disciplined in any manner or discharged without just cause except for employees on probation who can be discharged without cause. All disciplinary actions taken against non-probationary employees are subject to the grievance procedure.

Section 2: Personnel Files.

The Employer's personnel files, disciplinary history and investigative files (except pending investigations) relating to any employee covered by this Agreement shall be available for inspection by the employee, or Union representatives authorized by the employee during business hours and upon reasonable notification of such request.

Section 3: Rights to Copies and Rebuttals.

An employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information which was provided with the specific request that it remain confidential.

In the event that the employee's files contain adverse material, then the employee shall be notified of the existence of such material, and shall have the right to have placed in the file a written rebuttal to the adverse material. Absent extenuating circumstances (e.g. new relevant information comes to light), the employee shall be given thirty (30) calendar days from the date of notification of the existence of said adverse material to file the rebuttal.

Section 4: Destruction of Material

Any information of an adverse nature which is unfounded, exonerated or otherwise not sustained shall not be maintained in any personnel file, nor used against any employee in any future proceeding.

ARTICLE VIII

TEAMSTERS REPRESENTATIVES

Section 1: Grievance Processing.

Reasonable time while on duty shall be granted to a designated Union steward for the purpose of aiding, assisting or otherwise representing employees in the handling and processing of grievances, or exercising other rights set forth in this Agreement, and shall be without loss of pay. Grievance processing will never be conducted in such a manner so as to cause disruption in services or in a manner so as to create a burden on other shift personnel.

Section 2: Union Negotiating Team.

Members designated as being on the Union negotiating team shall be excused from their regular duties, with pay, for the purpose of attending negotiating sessions. If a negotiating team member is on his off-duty time, or becomes off-duty during the course of the negotiating session, he shall not be compensated by the Employer for such off-duty time.

Section 3: Union Representatives.

Authorized representatives of the National, State Level or Labor Union shall be permitted to visit the police department during working hours to talk with employees and/or Employer representatives concerning matters covered by this Agreement. Said visits shall never be conducted in such a manner so as to cause disruption in services or to create a burden on other shift personnel.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1: Definition

A grievance is defined as a dispute or difference of opinion raised by an employee or the Union against the Employer involving an alleged violation of the meaning, interpretation or application of the provisions of this Agreement.

Section 2: Procedure

The parties acknowledge that it is usually most desirable for an employee and his supervisor to resolve problems through free and informal communications prior to utilizing the grievance procedure. If, however, the informal process does not resolve the matter, a formal grievance may be processed. The written grievance shall be submitted directly to the person specified in the grievance step, or to his non-bargaining unit designee.

Step 1: Mandatory Pre-Grievance Conference

The Chief of Police shall host a mandatory pre-grievance conference whenever an employee indicates that they are about to file a grievance as described in this Article. The purpose of the conference shall be to make a last attempt to resolve the issue prior to commencement of the formal grievance process. The conference will be attended by the Chief of Police, the grievant, Union representation, if desired, and any additional staff that the Chief of Police requests to be present. The confirmation of the date by letter, fax or email of the conference shall freeze the time limit for filing the grievance. If the grievance is not resolved at the conference, the time for filing of the grievance will resume on the calendar day after the meeting. The parties shall agree on the time limit at the pre-grievance conference, and may modify it by agreement.

Step 2: Deputy Chief of Administration

Any employee and/or Union representative who has a grievance shall submit the grievance, in writing, to the Deputy Chief of Administration specifically indicating that it is a grievance under the terms of the Agreement. The grievance shall contain a complete statement of

the facts and circumstances, the provision(s) of the Agreement alleged to have been violated, and the relief sought. All grievances shall be filed within ten (10) calendar days of the occurrence which gave rise to alleged violation, or ten (10) days from the date from which the grievant should have become aware of the circumstances which led to the alleged violation. The Deputy Chief of Administration shall investigate the grievance with the grievant and/or the Union at a mutually agreed upon time. Thereafter, the Deputy Chief of Administration shall render a written response to the grievant within ten (10) days after receipt of the grievance.

Step 3: Appeal to Chief of Police

If the grievance is not settled at Step 2, and the grievant and/or the Union wishes to appeal the grievance, it may refer the matter to the Chief of Police within ten (10) calendar days of the receipt of the Executive Officer's response at Step 2. The Chief of Police shall investigate the grievance, and may hold a discussion with the employee and/or Union representatives at a mutually agreed time and date. The Chief of Police shall render a written decision within ten (10) days of the meeting.

Step 4: Appeal to City Administrator

If the grievance is not settled at the Chief's level, it may be appealed to the City Administrator within ten (10) days of the receipt of the Chief's decision in Step 3. The City Administrator shall be given a copy of the original grievance and all responses throughout the grievance process. The City Administrator shall meet with the involved parties within ten (10) days of receipt of the grievance. The City Administrator shall respond to the grievance, in writing, within ten (10) days after the meeting. The City Administrator's decision in the matter is final and the employee will be notified.

Step 5: Arbitration

If the grievance is not settled at Step 4, the Union may refer the grievance to arbitration by giving written notice to the City Administrator within ten (10) working days after receipt of the answer to Step 4. The arbitration shall proceed in the following manner:

A. Arbitrator Selection

The parties shall attempt to agree on an arbitrator within five (5) work days after receipt of the notice of request for arbitration. In the event that no agreement is made, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators. The City and the Union each have the right to reject one entire panel and request that a new panel be submitted. Thereafter, the parties shall each rank the panel members in their order of preference (#1 being most preferable, and so on) and shall then exchange their respective rankings. The arbitrator with the least total number value shall then be selected.

B. Arbitrator Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question(s) of fact as to whether there has been a violation of this Agreement. The

arbitrator shall be empowered to determine the issue(s) raised by the grievance, and shall make a decision or award accordingly. The arbitrator shall have no authority to make a decision on any issue not submitted or raised, and shall further be without power to make any decision or award which is contrary to any applicable laws, or rules and regulations of an administrative body (other than the municipality's) that have the force and effect of law. Any decision and/or award of the arbitrator rendered in resolution of the grievance shall be final and binding upon all of the parties and employees covered by this Agreement.

C. Arbitration Expense

The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the City and the Union; provided, that each party shall be responsible for the cost of their own requested transcript and the compensation of its own representatives and witnesses.

D. Arbitrator's Decision

The arbitrator shall submit his written decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

Section 3: Time Limits

No grievance need be processed if it is not submitted within the time limits set forth in each Step. If the grievant and/or Union fail to submit or move a grievance to the next Step, then it may be deemed as void or denied based on the Employer's last response. If the Employer fails to respond at any Step, then the grievance may be deemed to have been denied and may move to the next Step; however, the Employer must submit a written response at Steps 3 and 4. Nothing contained in the Article or Agreement shall preclude the parties from mutually extending the time limits at any Step of the grievance procedure.

Section 4: Attendance and Investigation

All grievances and investigations shall take place at mutually agreed upon times and places. Any employee who is required to attend such investigation, discussion or meeting while on duty shall be allowed to do so as part of his work day and shall continue to receive compensation while in an on-duty status.

ARTICLE X

LAYOFFS AND RECALL

Section 1: Definition

For all non-sworn employees, any involuntary separation, not based on incompetence, insubordination, misconduct or delinquency, shall be considered a layoff.

Section 2: Layoff Order

In the event the city determines a layoff is necessary, temporary, and probationary and part-time employees shall be laid off first, and then full-time employees shall be laid off within each particular job classification in the inverse order of their seniority.

Section 3: Recall

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the supervisor of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the supervisor of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

Section 4: Notice

Employees to be laid off shall be notified in writing at least fourteen (14) calendar days prior to the effective date of the layoff. The employer agrees to inform the union in writing not less than fourteen (14) days prior to such layoffs and to provide the union with the names of all employees to be laid off in such notice.

ARTICLE XI

INDEMNIFICATION

Employees will be indemnified and shall be provided with legal counsel by the Employer in any civil action brought on or resulting out of the performance of their duties and while acting within the scope of their employment.

ARTICLE XII

LABOR MANAGEMENT CONFERENCES

Section 1: Subject of Conferences

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the Union and responsible administrative representatives of the Employer . Accordingly, the parties agree that such meeting will be held, upon the request of either party, to discuss:

- A. The implementation and general administration of this Agreement;
- B. The sharing of general information of interest to the parties;
- C. Changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees;
- D. Matters affecting employee-workplace safety.

Section 2: Scheduling and Attending Conferences

Labor-Management Conferences shall be held as necessary at mutually agreed upon times

and locations. When absence from work is required to attend a Labor-Management Conference, Union members shall, before attending, give reasonable notice to their supervisor who shall approve the absence except in an emergency, and shall thereafter remain in a pay status during such conference. No Union member in attendance at Labor-Management Conferences, who is "off-duty", or who becomes "off-duty", during such conference shall be paid for such off-duty time.

Section 3: Communicating Conference Reports

Any final report which may be prepared by the Union or the Employer as a direct result of a Labor-Management Conference discussion will be in writing and copies shall be submitted to the Employer and the Union. Excluded from this section are correspondences to other entities referencing these conference discussions, such as a correspondence from the Chief of Police to the City Council, etc.

ARTICLE XIII

SENIORITY

Section 1: Definition

Seniority is defined as an employee's length of continuous full-time and part-time service as an employee with the Employer.

Section 2: Application of Seniority

Seniority shall be used to determine shift selections, overtime postings, and vacation requests. Reverse seniority shall be used in determining involuntary overtime and layoffs in accordance with Article XV Hours of Work and Overtime and Article X Layoffs and Recall.

Section 3: Seniority Lists

There shall be two (2) seniority lists – (A) Records Technicians and (B) Community Service Officers.

ARTICLE XIV

BULLETIN BOARDS

The Employer shall provide the Union with a bulletin board, or necessary space on an existing bulletin board, for the posting of Union business and notices of non-partisan political and non-inflammatory nature.

ARTICLE XV

HOURS OF WORK AND OVERTIME

Section 1: Work Day and Work Week

Except as to appointed officials and elected officials of the City of Batavia, a work week for all full-time City employees shall constitute a forty-hour week, and all hours worked over forty (40) hours in any one week by an employee shall constitute overtime.

All hours worked by an individual employee in excess of eight (8) hours per day shall constitute overtime, notwithstanding that an employee's total hours worked in any one week do not exceed forty (40) hours. Time worked shall include vacation time, sick time, comp-time, and holiday hours.

The normal workday shall include a thirty (30) minute meal period per tour of duty. Meal periods shall be considered out of service time during which the employee will be subject only to emergency calls. Employees shall also be allowed two (2) fifteen (15) minute breaks as long as they are not out of service and properly perform their assignments.

Failure to secure meal periods or breaks due to work load shall not entitle an employee to additional compensation or time off.

Section 2: Overtime Payment

Overtime work shall be authorized by the immediate supervisor of any such employee and such employee shall receive for such overtime work a rate of pay that is equal to one and one-half (1½) times his normal rate of pay.

When shift vacancies are posted for overtime, Records Technicians will have the option to sign up for up to eight (8) hours during the first forty-eight (48) hour period from posting, by seniority. Community Service Officers will have the option to sign up for up to eight (8) hours after the first twenty-four (24) hours from posting by seniority. After forty-eight (48) hours from the list being posted, the signup sheet will be open to all Union members and there will be no limitation on the number of hours he/she can sign up for. Short notice shift vacancies (less than 48 hours notice possible) for overtime will be filled by offering the shift first to Records Technicians, by seniority, and then to Community Service Officers, by seniority, until the shift is filled.

The Chief or his designee shall not be required to post overtime if the circumstances requiring additional staffing occurs either (8) hours or less from the time the Chief or his designee was made aware of the circumstances. In those cases, the Chief or his designee shall have the discretion to assign employee(s) as necessary. An employee can work up to a sixteen (16) hour shift, if necessary, to maintain staffing levels. If the employee is unable to complete the overtime portion of their 16 hour shift due to illness or other family emergency, then management can fill the shift and assign any employee necessary and not be obligated to call any seniority based call lists to fill any shift vacancy.

Section 3: Unfilled Shifts

The Employer will determine the number of people to be on shift duty. A shift will be considered "filled" so long as one person is on duty, regardless of whether that one person is a bargaining unit member. The Records Technician Supervisor is the only non-bargaining unit

employee that will be used to fill a shift unless no bargaining unit members offer to fill the shift. Moreover, the Employer shall only use the Records Supervisor to fill the day shift and shall not use the Supervisor to fill other shifts unless bargaining unit members have not offered to fill the shift.

Whenever a vacancy for a Records Technician's shift occurs and the Employer was aware of the vacancy at least five (5) days prior, any unfilled shift time that occurs during the shift of the vacancy will be posted as overtime for Records Technicians. If a vacancy occurs which the Employer was not aware of five (5) days prior, the Employer shall have the right to fill the vacancy with any eligible personnel. Once the first shift of any vacancy has passed, the Employer shall have the right to fill the vacancy with any eligible personnel. Whenever a vacancy occurs which created unfilled shift time for a Records Technician, and that vacancy occurs during the 3rd shift (11:00 p.m. to 7:00 a.m.), the Employer shall have the right to fill the vacancy with any eligible personnel.

Section 4: Cancellation of Overtime

In the event the City cancels posted overtime, employees will be given at least forty-eight (48) hours notice prior to the effective cancellation. The City shall provide notice by one of the following methods:

- Confirmed receipt of written correspondence
- Facsimile
- Electronic mail (email)

In the event the City fails to provide notice for a cancellation of overtime, each affected employee(s) will be provided two (2) hours of pay at one-and-one-half (1½) times the employee's straight time hourly rate of pay.

Section 5: Call Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to work, whether on a regular work day or on their day off, shall be compensated for a minimum of two (2) hours at the appropriate overtime rate or compensated for the actual hours worked, whichever is greater.

Section 6: No Pyramiding

Overtime compensation will not be paid more than once for the same hours under any provision of this Article or the entire Agreement. An employee calling in sick for his regular shift shall be considered sick for the shift and the sixteen (16) hour period following the shift.

Section 7: Compensatory Time

The employee, at his option, may elect to receive compensatory time due in lieu of overtime pay. Compensatory time shall be calculated at the time and one-half (1½) rate and may

be accumulated up to eighty (80) hours for full-time employees, which may be carried from year to year. Part-time employees may accumulate up to the greater of the following comp time: forty (40) hours or a prorated percentage of eighty (80) hours based on the number of hours they are normally scheduled to work vs. 40 hours a week.

In addition to the use and creation of comp time described above, part-time employees may convert any time worked over their normally scheduled shift to compensatory time provided that it is converted at an hour-for-hour basis.

Compensatory time off shall be granted, at the employee's request, at such times and in such time logs as are mutually agreed between the employee and his supervisor with the approval of the Chief or his designee. Requests to use compensatory time must be submitted to the immediate supervisor, in writing, at least three (3) days in advance, unless special circumstances exist. If special circumstances exist, comp time may be granted with less than three (3) days notice, with the approval of the Chief or his designee. Permission to utilize comp time shall not be reasonably denied, if operational requirements will not be adversely affected. Requests for compensatory time shall be responded to within a reasonable period of time. When comp time off is granted, the employee shall not be required to remain on stand-by status.

Section 8: Time Between Shifts

Community Service Officers shall have a minimum of ten (10) hours between shifts, unless the employee voluntarily agrees to less. If an emergency exists, the employer may require the Community Service Officer(s) to work regardless of the ten-hour limitation. An emergency is defined as any situation where:

1. A qualified member of the bargaining unit is required to work, and
2. All reasonable efforts to fill the required hour(s) with a qualified bargaining unit member, other than the Community Service Officer, have failed.

Section 9: Notice for Schedule Adjustments

Employees shall be given at least forty-eight (48) hours notice of schedule adjustments. That limitation notwithstanding, the Employer may adjust an employee's schedule at any time in case of an emergency

ARTICLE XVI

LEAVES OF ABSENCE

Section 1: Bereavement Leave

Up to five (5) consecutive work days of leave, with pay, may be granted upon the request of the employee for the death of a parent, spouse or child. Up to three (3) consecutive work days of leave, with pay, may be granted at the death of a grandparent, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or relative living in the household and up to two (2) days for other relatives. These definitions shall include all step- and half- relationships where

appropriate. Should additional days off be required, the employee may use vacation, personal time, accumulated sick leave or leave without pay upon the approval of the Chief of Police or his designee. This benefit is available to both full and part-time employees, however, part-time employees shall receive a prorated benefit, meaning, they will only be paid for such time they are normally scheduled to work during the 5 or 3 day period. For example: If an employee who normally works 4 hours on Mondays and 4 hours on Wednesdays is away for bereavement leave on Monday, Tuesday, and Wednesday, they would receive eight (8) hours of bereavement pay.

Section 2: General Leave

An employee may be granted, upon request, a leave of absence, without pay, at the discretion of the City Administrator, with the approval of the City Council. During an approved leave of absence, the employee shall be entitled to remain in the Employer's health benefit programs, under the provisions of COBRA, at the employee's expense.

In the event any employee does not return to employment, the spent on leave shall be included in the calculation of the period required by COBRA for the City to allow the employee to continue health coverage. The City shall have the right at the initiation of such leave to notify its insurer of the employee's status change.

Section 3: Family and Medical Leave Act

The City shall comply with the Family and Medical Leave Act (FMLA) of 1993 and the regulations issued in conjunction with the FMLA. Except as otherwise provided in the FMLA, the City will grant leaves of absence in accordance with the provisions of this Agreement.

Section 4: Injuries and Compensation

If an employee, who is injured on the job, shall be unable to return to work, which he was doing when injured, he may be entitled to other employment with the Employer, if available, at the prevailing rate of pay in that section; department seniority to commence with date of employment in the new capacity.

ARTICLE XVII

HOLIDAYS AND PERSONAL DAYS

The following are hereby, declared legal holidays for all full-time employees and they shall be granted eight (8) hours of pay for such holidays:

JANUARY 1 ST	LABOR DAY
MARTIN LUTHER KING'S BIRTHDAY	VETERAN'S DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS EVE DAY
INDEPENDENCE DAY	CHRISTMAS DAY

All permanent part-time or permanent limited part-time employees who are employed with

the City of Batavia will receive prorated regular pay for such holidays based on the number of hours they actually work. Holidays will always be observed on the actual holiday dates.

The Chief of police or his designee may request some, of all, employees to report for work on any of the aforesaid legal holidays. All employees who are required to work on a holiday shall receive, in addition to the holiday pay he would have received had he not worked, time and one-half (1½) pay for hours worked during such holiday.

In addition, full-time employees, part-time and limited part-time employees, shall be granted two (2) Personal Days to be taken at the option of the employee. Requests for this Personal Day shall be submitted to the employee's supervisor, in accordance with his regulations. The supervisor will make the decision if the Personal Day should be granted at this time.

ARTICLE XVIII

VACATION

Section 1: Vacation Eligibility

Employees who work full-time for the City shall be entitled to annual vacation periods with full pay on the following basis:

- A. Two (2) weeks of vacation (80 hours) shall be allowed for such employees who have served the Employer, continuously, for one (1) year. One (1) week of said vacation will be available for use after the first six (6) months of employment.
- B. Three (3) weeks of vacation (120 hours) shall be allowed for such employees who have served the Employer, continuously, for a period of five (5) years.
- C. Four (4) weeks of vacation (160 hours) shall be allowed for such employees who have served the Employer, continuously, for a period of twelve (12) years.
- D. Five (5) weeks of vacation (200 hours) shall be allowed for such employees who have served the Employer, continuously, for a period of twenty (20) years.
- E. No such employee shall in any event be entitled to more than five (5) weeks of vacation in any one (1) year period.

Section 2: Selection and Scheduling of Vacation

Employees may select their vacation dates for a calendar year, according to their seniority, through March 1st. After March 1st, vacation dates will be granted on a first-come, first-serve basis, regardless of seniority. The Chief of Police or his designee may designate, by rule, the time when each employee under his supervision may take vacations, however, requests to utilize vacation time shall not be reasonably denied, if operational requirements will not be adversely affected. Requests to use vacation time shall be submitted to the employee's immediate supervisor, in writing, at least three (3) days in advance, unless special circumstances exist. If special circumstances exist, vacation time may be granted with less than three (3) days notice, with the

AN AGREEMENT BY AND BETWEEN THE CITY OF BATAVIA
AND TEAMSTERS LOCAL #673

approval of the Chief of Police or his designee. Under normal circumstances, no more than two (2) weeks shall be taken at one time.

Section 3: Vacation Carry Over

For permanent full-time employees, vacation days are not accruable but up to ten (10) days of vacation time may be carried over to the succeeding year. For any permanent part-time employee, vacation days are not accruable but up to eight (8) days of vacation time may be carried over to the succeeding year.

Section 4: Vacation for Part-Time Employees

Employees who are employed by the City on a part-time basis all year long, working an average of twenty (20) hours per week or greater, shall be entitled to prorated vacation based on the number of hours they actually work.

Section 5: Separation Benefit

Upon voluntary or involuntary separation from the City, employees who have worked for the City for more than one (1) year shall be entitled to a pro-rata amount of accrued vacation pay. Pro-rata amount will be based from the employee's last anniversary date to employee's termination date.

Upon voluntary separation from the City, employees who have worked for the City for less than one (1) year shall be entitled to vacation pay based on time earned from date of hire to date of termination. The following is an example of the provisions described above:

Pro-Rata Vacation Calculation

Calculate number of days from last anniversary date

Hire Date = May 1, 1993

Termination Date = February 8, 2004

Number of days from last anniversary date to termination date divided by number of days in a year.

Percentage of days earned multiplied by the maximum number of vacation hours employee has earned.

$$284/365 = 78\%$$

$$120 \times 78\% = 93.6 \text{ or } 94 \text{ hours pro-rata earned}$$

The Employee, in the example described above, would be paid for 94 hours of pro-rata vacation time earned plus any remaining, unused vacation time not taken during the year of the resignation or termination.

ARTICLE XIX
DONATION OF PERSONAL AND VACATION LEAVE

Section 1: Introduction

Employees who are undergoing a hardship situation in their personal life such as, but not limited to, serious medical situation relating to either themselves or an immediate family member, may become eligible for donation of personal or vacation days by other employees to allow them additional paid time off.

Section 2: Application Procedure

In order to apply for a donation, the individual must submit a request, in writing, to the Human Resources office for hardship status. The request should include an explanation of what the cause of the hardship is, how long it is expected to last, and any documentation of the condition deemed appropriate. The employee must be able to demonstrate that they are either out of applicable sick, vacation, and personal leave or that such leave will be imminently exhausted.

Section 3: Review Procedure

The City Administrator or his designee will review the request and make a determination of whether or not the hardship status would be in the best interests of the organization to be granted. The City Administrator may request additional documentation of the requestor before making a final determination. The City Administrator's determination of hardship status shall be final.

Section 4: Application of Hardship Status

If hardship status is granted, it will remain in effect for four (4) months after the initial determination. An employee may request to be granted hardship status again after the initial period has expired using the same procedure described above.

Once hardship status is granted, electronic and physical postings will be made by the HR Department of the name of the employee who has been granted hardship status and the opportunity to donate personal or vacation time to the employee. No mention of the specifics of the hardship will be made. Employees may only donate leave that is currently on the books during the hardship period.

Section 5: Use of Donated Time

Use of the donated time by the employee with hardship status shall still be subject to Department Head approval. Hardship leave can only be used if all other applicable leave is exhausted. If a hardship period extends beyond January 1 of a given year, it will not be subject to limitations on annual rollover of benefits. However, no rollover of hardship time shall be allowed beyond the end of the hardship period. Any hardship time remaining unused at the end of the hardship period shall be distributed proportionately back to the employees who donated based on the percentage of total time donated that their donation represented. This reimbursement shall not be subject to maximum vacation and personal time accruals and rollover limits described in this Agreement.

ARTICLE XX
GROUP HEALTH BENEFITS

Section 1: Employees Covered

It shall be the policy of the Employer to provide hospitalization, major medical, dental coverage for employees who work an average of 20 hours per week or greater. Employees working an average of 35 hours or more per week shall be eligible for single or dependent coverage and a term life benefit. Employees who work at least an average of 20 hours per week, but less than 35 hours per week shall be eligible for single coverage only.

Section 2: Medical and Hospitalization Benefits

The health benefits plan shall remain in place for the period of this Agreement with the following conditions:

Employer shall provide a 3-tiered premium plan

PREMIUM COSTS

The employee's contribution to the costs of the single coverage premium shall not exceed fifteen percent (15%). The employee's contribution to the costs of the single plus one dependent, which is the cost in excess of the single premium costs, shall not exceed twenty percent (20%); and family coverage premium shall not exceed twenty-five percent (25%).

Employee contribution toward health, dental and prescription insurance premiums for the period of January 1, 2015 through December 1, 2015 shall be:

Single:	\$54.16 per pay period
Single Plus One:	\$118.04 per pay period
Family:	\$227.34 per pay period

Effective January 1, 2015, the following language shall take effect:

Increases in employee contributions toward insurance premiums for 2016 and 2017 shall not exceed fifteen percent (15%) from one plan year to the next.

The deductibles shall be \$250.00 for single coverage and \$750.00 for family coverage.

Effective January 1, 2015, the language regarding major medical deductibles above will be replaced with the following:

Major Medical deductible for calendar year 2015 is as follows:

Single:	\$300.00 per year
Single Plus One:	\$600.00 per year
Family:	\$900.00 per year

Increase in insurance deductibles shall not exceed five percent (5%) per year for the years 2016 and 2017 for all levels of coverage.

CO-INSURANCE

In Network	90% / 10%
Out of Network	70% / 30%

Effective January 1, 2015, the language regarding co-insurance above will be replaced with the following:

Co-Insurance for the period beginning January 1, 2015 through December 31, 2017 shall be 90% / 10% for in Network and 70% / 30% for Out of Network.

RX CO-PAYS (for 2015) is as follows:

Generic	\$10
Brand/Formulary	\$20
Brand/Non-Formulary	\$40

Effective January 1, 2016 through December 31, 2017, the language regarding RX Co-Pays above will be replaced with the following:

Increases in RX Co-Pays shall not be more than \$5.00 per year for the years 2016 and 2017 per existing co-pay type (generic, brand/formulary and brand/non-formulary). If a new co-pay tier is added, it shall not be subject to this restriction.

PHYSICIAN SERVICES

Office Visits: A twenty dollar (\$20.00) co-pay will be required for each office visit subject to a maximum of \$150.00 per employee's family per year.

Effective January 1, 2015, the language regarding physician services above will be replaced with the following:

The Co-Pay for physician services for 2015 shall be twenty dollars (\$20.00) for each office visit subject to a maximum of \$150 per employee's family per year.

PHYSICIAN SERVICES

A twenty dollar (\$20.00) co-pay will be required for each office visit subject to a maximum of \$150 per employee's family per year. Increases to the maximum co-pay for physician services shall not increase by more than twenty-five dollars (\$25.00) for the years 2016 and 2017.

EMERGENCY ROOM SERVICES

Effective January 1, 2015, the following language regarding emergency room services shall take effect:

EMERGENCY ROOM SERVICES

A seventy-five dollar (\$75.00) co-pay will be required to each emergency room visit in 2015. (This co-pay shall be waived if the covered plan member is admitted to the hospital).

Increases to the co-pay for emergency room visits for 2016 and 2017 shall not be more than twenty-five dollars (\$25.00) per year. (This co-pay shall be waived if the covered plan member is admitted to the hospital).

Section 3: Dental Coverage

Dental coverage will be provided for each employee who works an average of 20 hours per week or greater. Dependent dental coverage is provided to qualifying employees at the employee's expense. Coverage maximum shall be \$2,000.00. Preventative care is covered and is not counted towards the coverage maximum.

Section 4: Term Life Benefit

The Employer shall provide a term life benefit to cover all employees who work an average of 35 hours per week or greater in the amount of \$45,000.00 or their annual salary, whichever is greater, at no cost to the employee.

Section 5: Retiree Benefits

At the option of the employee, participation in the City's health program can be continued past retirement until the employee reaches the age of 65. The following conditions must be met:

- A. The retiree must be fifty (50) years or be on a disability pension (the minimum age requirement does not apply to individuals on a disability pension).
- B. The retiree shall be responsible for paying the entire premium.
- C. The retiree shall either pay the monthly premium costs in advance to the City or have the monthly health premium deducted from his/her pension check.

Section 6: Optical Benefits

Eye care coverage will be offered to each employee who works an average of 20 hours per week or greater. Employees will have the option to opt in or out of the City's eye care benefit plan

and to pay the appropriate eye care premium for the level of benefit (single, single plus one, or family) they prefer.

Section 7: Changes in Benefits

If during the course of this contract, any group of Union or non-union employees of the City of Batavia is allowed to participate in a different group health benefit plan than the plan stated in this contract and such plan is deemed to be more preferable by the members of Teamsters Local #673, the members of Teamsters Local #673, as a group, shall be allowed to participate in said plan in lieu of the plan described above. The Employer may reopen the Agreement in 2016 or 2017 on the issue of insurance. If the Employer re-opens on this issue, the Union can re-open on one issue of its choice.

Section 8: Health Benefits Advisory Committee

A Health Benefits Advisory Committee comprised of representatives of the Employer and Employees will meet regularly to discuss possible cost containment measures and alternative insurance plans. The committee shall be advisory in nature and cannot bind either parties. Changes in provisions regarding health insurance may only be implemented during the term of this Agreement, if basic levels of coverage remain substantially the same.

Section 9: Mammogram Benefit

Employees who are not receiving mammogram coverage under an existing health care plan, shall be entitled to a mammogram benefit based upon the American Cancer Society's guidelines at the City's expense. Female dependents shall be allowed to participate, at the City group rate for mammograms, at their own expense.

Section 10: Section 125 and VEBA

The City of Batavia shall maintain a Section 125 plan. The City and Union agree to work towards implementation of a health care savings plan for retirement.

ARTICLE XXI
TUITION REIMBURSEMENT

All employees who enroll, and complete with a grade level of "C" or above, courses directly related to their employment at accredited schools, through their own initiative and with the Department Head's approval, will be reimbursed the cost of tuition and registration fees. Such reimbursement shall not exceed the registration fees or credit hour rate for undergraduate courses then in effect at Northern Illinois University. Employees shall cooperate in assisting the City with reimbursement from other agencies or sources.

ARTICLE XXII SICK LEAVE

Section 1: Sick Leave

Employees who work full-time shall receive regular pay during unavoidable absence from work due to sickness or accident in the following manner if, in the opinion of their immediate supervisor, the absence is excusable and providing that such employee does not qualify for disability benefits.

In addition, sick leave may be used for a maximum of 5 days per instance, upon approval of the Department Head, for the following reasons: the sickness or scheduled medical procedure of a parent, spouse, or child, the birth of a child or grandchild, or the placement with the employee of a child for adoption or foster care. Effective December 31, 2017, the above underlined language will be replaced with City of Batavia Employee Personnel Policy Manual Section 2.2.5 Page 2-10: sick leave may be used for a maximum of five (5) days per year, upon approval of a Department Head for the following reasons: the sickness or scheduled medical procedures of a parent, spouse or child, the birth of a child or grandchild, or placement of a child with the employee for adoption or foster care.

Each full-time employee shall be entitled to twelve (12) sick days per year. Unused days of sick leave shall be cumulative to a maximum accumulation of one hundred eighty (180) days.

Employees who are employed with the Employer on a part-time basis all year long, working an average of twenty (20) hours per week, will receive pro-rated sick leave based on the number of hours they actually work.

The Chief of Police may request a physician's verification of illness or injury, which must be requested during the time the employee is on sick leave.

Section 2: Unused Sick Leave Incentive

Upon voluntary separation from the City, all employees who work all year long and average at least twenty (20) hours of work per week, shall be given a sick leave buyback incentive as follows:

For employees who have completed at least five (5) years but not more than ten (10), they shall be paid for each day of unused, accumulated sick leave at a rate equal to 10% of said unused sick leave. Such payment shall not exceed eighteen (18) full days of salary or wages.

For employees who have completed at least ten (10) years but not more than fifteen (15), they shall be paid for each day of unused, accumulated sick leave at a rate equal to 15% of said unused sick leave. Such payment shall not exceed twenty-seven (27) full days of salary or wages.

For employees who have completed at least fifteen (15) years but not more than twenty (20), they shall be paid for each day of unused, accumulated sick leave at a rate equal to 25% of said unused sick leave. Such payment shall not exceed forty-five (45) full days of salary or wages.

For employees who have completed at least twenty (20) years, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 40% of said unused sick leave. Such payment shall not exceed seventy-two (72) full days of salary or wages.

The separation benefit for part-time employees shall be pro-rated based on the average number of hours an employee worked per week in their final year of employment divided by forty (40) hours.

ARTICLE XXIII

UNIFORM ALLOWANCES

Section 1: Initial Issue

Upon employment, all employees covered under this Agreement shall receive all items listed as initial issue items in Appendix B.

Section 2: Replacement

The Employer shall furnish employees an annual uniform allowance for the replacement of required items on January 1 of each year. The allowance shall be provided only if the employee can provide receipts and/or proof of purchase for items listed in Appendix B for the amount requested for reimbursement. New employees must complete one (1) year of employment before being eligible for the full benefit. Prior to completing one (1) full year, new employees will receive a pro-rated amount based on the time between their start date and the next January 1. The amount of the allowance will vary depending on the employee's position as follows:

Full-Time Records Technicians: 2015 - \$500, 2016 - \$525, 2017 - \$550

Part-Time Records Technicians: 2015 - \$100, 2016 - \$105, 2017 - \$110 per year for each day of the week the employee is normally scheduled (i.e. a 4-day week employee for the year 2015 would get \$400 annually; a 2-day a week employee for the year 2015 would get \$200 annually regardless of the total hours worked each day.

Community Service Officer: 2015 - \$600, 2016 - \$625, 2017 - \$650

ARTICLE XXIV

GENERAL PROVISIONS

Section 1: Matron Designation

The Chief of Police or his designee may designate some or all of the employees as Matrons, where they will be expected to conduct "pat-downs" of female prisoners as needed. Any employee designated as a matron shall receive appropriate training and will be notified on an annual basis of their designation for the following year. Employees who have been designated as matrons by the Chief of Police or his designee, shall receive an annual stipend of \$150 for any calendar year for

which they have been so assigned.

Section 2: Jury Duty

Any employee who is required to appear for or serve on a jury shall receive his regular pay and benefits while so serving. Midnight shift employees shall be released from duty with no loss of pay or benefits from any midnight shift immediately preceding a day in which they actually are to report for jury duty. Jury duty checks shall be turned over to the City. The City will reimburse the employee the mileage portion of the jury duty check.

Section 3: Court Time

Employees covered by this Agreement, required to attend court while on their off-duty time, shall be compensated at the overtime rate with a compensatory time option for a minimum of three (3) hours.

Section 4: Travel Time Pay

Pay for travel time going to and from training sites will be compensated in the following manner:

Employees will be compensated as described in Article XVI only for that travel time to and from training sites for mandatory training that is in excess of 30 minutes.

Employees shall not be compensated for travel to non-mandatory training.

No compensation for travel time will be given for travel to and from training sites less than 30 minutes as it is considered part of the employee's normal commute to a designated work site.

Reimbursement for training travel time will be subject to prior approval by the Chief of Police or his designee.

Section 5: Replacement of Personal Property

The Employer shall repair or replace, as necessary, personal property, which is damaged, lost or stolen, during the course of employment, unless due to the employee's own carelessness when no other reimbursement is available.

Section 6: Employee Safety

No employee shall be required to use any equipment that has been determined by the Union or the Employer as being in a defective condition and potentially harmful to the employee.

No female Union member will be required to perform pat-down searches of female prisoners unless she has been trained, there is a male police officer present, and there is no female officer available to perform such duties. No female Union member will be required to perform a strip search of any prisoner.

Section 7: Training Pay

When an employee (Records Technician/Community Service Officer) is assigned by the Chief of Police or his designee to train a new hired employee, the designated employee shall receive one (1) hour of straight time (in pay only) for each four (4) hours of training, not to exceed two (2) hours of straight time (in pay only). Any hours worked less than four (4) hours will be compensated with one (1) hour of straight time (in pay only).

ARTICLE XXV
WAGE RATES

Section 1: Wages

All bargaining unit employees on the payroll on the respective effective dates, and/or execution date hereof shall receive the following wages according to the scale below. Said wage scale reflects a wage increase of 2.5% effective January 1, 2015; a wage increase of 2.5% effective January 1, 2016; and a wage increase of 3.0% effective January 1, 2017.

RECORDS TECHNICIAN								
			January 1, 2015		January 1, 2016		January 1, 2017	
		Step	Annual	Hourly	Annual	Hourly	Annual	Hourly
START		A	\$41,718	\$20.06	\$42,760	\$20.56	\$44,043	\$21.17
After 1 Year		B	\$44,014	\$21.16	\$45,114	\$21.69	\$46,467	\$22.34
After 2 Years		C	\$46,436	\$22.32	\$47,596	\$22.88	\$49,024	\$23.57
After 3 Years		D	\$48,990	\$23.55	\$50,215	\$24.14	\$51,721	\$24.87
After 4 Years		E	\$51,688	\$24.85	\$52,980	\$25.47	\$54,569	\$26.24
After 5 Years		F	\$54,530	\$26.22	\$55,893	\$26.87	\$57,570	\$27.68
After 6 Years		G	\$57,526	\$27.66	\$58,964	\$28.35	\$60,733	\$29.20
COMMUNITY SERVICE OFFICER								
			January 1, 2015		January 1, 2016		January 1, 2017	
		Step	Annual	Hourly	Annual	Hourly	Annual	Hourly
START		A	\$42,716	\$20.54	\$43,784	\$21.05	\$45,097	\$21.68
After 1 Year		B	\$45,066	\$21.67	\$46,193	\$22.21	\$47,579	\$22.87
After 2 Years		C	\$47,548	\$22.86	\$48,736	\$23.43	\$50,198	\$24.13
After 3 Years		D	\$50,162	\$24.12	\$51,417	\$24.72	\$52,959	\$25.46
After 4 Years		E	\$52,925	\$25.44	\$54,248	\$26.08	\$55,875	\$26.86
After 5 Years		F	\$55,834	\$26.84	\$57,230	\$27.51	\$58,947	\$28.34
After 6 Years		G	\$58,904	\$28.32	\$60,376	\$29.03	\$62,188	\$29.90

Section 2: Implementation

All employees hired prior to January 1, 2001 will receive a step increase on June 30th of each year until the maximum step (G) is attained. All other employees will receive a step increase on the anniversary of their employment.

ARTICLE XXVI
SAVINGS CLAUSE

If any provision of this Agreement shall be rendered or declared unlawful, invalid or unenforceable by virtue of judicial or legislative action, or by any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall then meet to negotiate over the specific article, section, clause or language affected.

ARTICLE XXVII
DURATION

This Agreement shall be effective from January 1, 2015 and shall remain in full force and effect through December 31, 2017. It shall remain in effect from year to year thereafter unless notice of modification is given, in writing by certified mail, or hand delivered, by either party, no later than one hundred twenty (120) days preceding the expiration date. The notice shall be considered as given as of the date shown on the postmark, or the date of the hand delivery in which case a written, dated receipt shall be made.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures for the _____ day of _____, 2015

FOR THE CITY OF BATAVIA:

FOR THE UNION:

Mayor

President

(Seal)

City Clerk

Secretary – Teamsters Local #673

APPENDIX A

SUBSTANCE ABUSE POLICY

It is the policy of the City of Batavia to maintain a "Drug Free Work Place" for our employees. Toward this end, the use of any illegal substance and/or alcohol while on duty as a City employee, is expressly prohibited. Reporting for work while under the influence of any substance, legal, or illegal, is also expressly prohibited.

The City of Batavia intends to enforce its "Drug Free Work Place" policy in the following manner:

1. Testing Permitted

The employer may require an employee to submit to urine and/or blood tests if at least one police department representative of the Employer (non-bargaining unit members) determine there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing before the test is administered. Employees shall be tested for no other reason and there shall be no random testing of an employee or employees.

As a basis of confirming a pre-chemical test suspicion that an employee is under the influence of alcohol, the Employer may, after providing the employee with the required written basis for the suspicion, require a breath analyzer test. Such test shall be conducted in the presence of a command officer only by a state qualified operator, on a certified breath analyzer device. The results of any breath analyzer test shall not be used as the basis of disciplinary action, nor shall it be used as one of the two laboratory tests required to confirm substance misuse.

2. Testing Procedure

The Employer

shall:

- A. Use only clinical laboratories licensed to perform such tests and obtain samples pursuant to the Illinois Clinical Laboratory Act;
- B. Be responsible for maintaining the proper chain of custody that insures the integrity of both collection of test samples and the test procedure;
- C. Assure that the taking of urine samples shall not be witnessed, unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure; or if a "clean" room cannot be provided at the facility where such sample is to be taken, then the sample collection may be witnessed by a medical professional of the same sex;

- D. Collect sufficient sample as to provide an initial test and confirmatory test, and to set aside a reserve sample for the employee to have tested independently at a later time.

If the first test results in a positive finding, a confirmatory test (either GC/MS or a scientifically accurate equivalent) shall be conducted. If the initial test result is negative, no further testing shall be conducted and no adverse action shall be taken against an employee.

3. Test Results

An initial positive test result shall not be used to discipline the employee unless and until a second confirmatory test result is also positive as to the same sample. A copy of all test results shall be made available to the employee. Only clinically recognized concentration levels in the bodily fluid shall be used to determine a positive test result (e.g., 10 grams of alcohol per 100 milliliters of blood).

The first time an employee tests positive on both the initial and the confirmatory test the employee may receive, as part of any action:

- A. Required entry into an appropriate treatment program;
- B. The employee discontinues his use or abuse of drugs or alcohol;
- C. The employee successfully completes the prescribed treatment program, including any "after care" treatment;
- D. The employee agrees to submit to random testing during working hours for a period of up to twelve (12) months from the date of the confirming test.

Employees who refuse to agree to the foregoing, or who subsequently test positive, may be subject to additional discipline, up to and including discharge.

4. Voluntary Requests for Assistance

The Employer shall take no adverse action against an employee who voluntarily seeks treatment or counseling. The Employer shall assist an employee seeking assistance by making available means by which referrals or treatment may be obtained (Employee Assistance Program). Such assistance shall be obtained at the employee's expense.

5. Right to Counsel and Grieve

The Union and/or an employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, in which the basis for the testing, the administration of the test, the accuracy of the tests, the results of such tests, and/or other alleged violations of this Agreement.

Any employee who is ordered to submit to testing shall have the right to contact a Union representative and/or lawyer at the time such order is given. However, such right shall not be cause for delay of testing of more than one (1) hour.

APPENDIX B
APPROVED INITIAL UNIFORM LISTS

Initial Uniform Supplied By City for Records Technicians

Pants or Skirts (Black or Navy)	5
L/S Shirt (Polo Type w/BPD Monogram)	5
S/S Shirt (Polo Type w/BPD Monogram)	5
Belts	2
Sweater	1
Pants or Skirts (Khaki)	5
Windbreaker Type Jacket (w/BPD Monogram)	1
Shoes	1

(For Part-Time Records Techs, the number of pants, L/S shirts, S/S shirts and skirts will be based on the number of days per week worked, e.g. 4-days worked will be 4 of each, pants, shirts, and skirts, etc.)

Initial Uniform Supplied By City for Community Service Officers

S/S Shirt (Uniform Type)	5
L/S Shirt (Uniform Type)	5
Trousers (Uniform Type)	5
Leather Jacket	1
Ultra 2000 Spring/Fall Jacket	1
Raincoat (Reversible)	1
Tie	1
5 Star Cap/Rain Cover	1

AN AGREEMENT BY AND BETWEEN THE CITY OF BATAVIA
AND TEAMSTERS LOCAL #673

Initial Uniform Supplied By City for Community Service Officers

Sweater (Wooly Pully Type)	1
Nameplates	2
Collar Insignia (Dept Issue Initial)	2
Badges (Dept Issue)	2
Tie Bar (Dept Issue)	1
Under Belt	1
Duty Belt	1
Radio (Dept Issue)	1
Radio Holder (Dept Issue)	1
ASP Baton	1
ASP Baton Holder	1
OC Spray (Dept Issue)	1
OC Holder	1
Flashlight	1
Flashlight Holder	1
Belt Keepers	6
Soft Body Armor (Cost Per Current State Bid)	1
Body Armor Cover (optional)	1
Traffic Vest (Dept Issue)	1
Key Ring	1
Boots	1
Shoes	1
Gloves	1

AN AGREEMENT BY AND BETWEEN THE CITY OF BATAVIA
AND TEAMSTERS LOCAL #673

Initial Uniform Supplied By City for Community Service Officers Added Items If Assigned to Bike

Patrol

Bike Helmet	1
Bike Shoes	1
Bike Shorts	3
Bike Pants	3
Bike Shirt	3
Bike Gloves	1

APPENDIX C
SENIORITY LISTS

Records Technician Seniority List

Name	Date of Hire	Status
Schuman, Kristie	06/09/1991	FT
Gramme, Corey	08/21/1998	PT
Miller, Joanne	09/14/1998	PT
Dominik, Joannell	10/01/2003	FT
Stilin, Pam	07/05/2005	FT
Darling, Elizabeth	01/08/2014	PT
Nunez, Hillary	03/15/2014	PT
Gentry, Katrina	05/30/2014	PT

Community Service Officer Seniority List

Name	Date of Hire	Status
Kurth, Scott	07/28/1998	FT (05/19/2003)

SIDE LETTER
OVERTIME COMPENSATION FOR PART-TIME EMPLOYEES

October 1, 2015

Brett Bartosik
President
Teamsters Local #673

Kristie Schuman
Union Steward
Teamsters Local #673

Re: Overtime Compensation for Part-Time Employees

During bargaining for the 2015-2017 Agreement, the City and the Union reached an understanding on part-time employees being compensated at a time-and-a-half (1½) rate for those hours worked to fill a shift vacancy or respond to a call back in accordance with Article XV Hours of Work and Overtime.

Brett Bartosik, President
Teamsters Local #673

William R. McGrath, City Administrator
City of Batavia

Kristie Schuman, Union Steward
Teamsters Local #673

Gary J. Schira, Chief of Police
City of Batavia Department of Police