

AN  
AGREEMENT  
BETWEEN

CITY OF BATAVIA

AND

I.B.E.W. LOCAL #196 (Electric)

EFFECTIVE

JANUARY 1, 2018 TO DECEMBER 31, 2018

APPROVED BY THE BATAVIA CITY COUNCIL ON

May 21, 2018

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## PREAMBLE

This Agreement, reached this 21<sup>st</sup> day of May, 2018 between the City Council of Batavia, Illinois, hereinafter called "EMPLOYER," and Local Union Number 196 of the International Brotherhood of Electrical Workers called "UNION."

The Employer and the Union desire to establish a standard of conditions under which the Employees shall work for the Employer during the term of this Agreement and the desire to regulate the mutual relations between the parties with the view of securing harmonious cooperation and for the settling of any disputes.

The Union is recognized as the sole collective bargaining agent with respect to rate of pay, hours of employment and other conditions of employment, for all Union employees working in the Electrical Division for the Employer.

The Union reserves the right to discipline its members for violation of this law, rules, and agreements.

## ARTICLE I - DURATION

This Agreement shall take effect January 1, 2018, and shall remain in effect until December 31, 2018. It shall continue in effect from year to year thereafter, unless changed or terminated in the way later provided herein.

Either party desiring to change or terminate this Agreement must notify the other in writing, by registered mail, at least ninety (90) days prior to January 1, 2019. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

Changes mutually agreed to by both the Employer and the Union may be made at any time.

## ARTICLE II – NO STRIKE/NOLOCKOUT

There shall be no stoppage of work by either strike or lockout because of any dispute over matters relating to the provisions herein or during the time that any grievance or other matters are in dispute. All such matters must be handled in the manner later provided in this Agreement.

### Section 4.1. Introduction.

The City of Batavia agrees to meet with the duly accredited officers of the Union and/or its designees as outlined in this Article to resolve differences that may arise between the Employer and the Union. The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, and the meaning, interpretation or application of the provisions of this Agreement.

#### Section 4.2. Steps.

The following steps shall be followed in processing a grievance under this procedure:

Step 1. The steward on a job in case of a grievance shall submit the matter to the Electric Superintendent or his/her designee, in writing, within fifteen (15) calendar days of the time the Union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance. The determination of the Electric Superintendent or designee shall be in writing, and issued within ten (10) working days of the submission.

Step 2. If the grievance is not resolved satisfactorily within ten (10) working days after the determination in Step 1, the Union shall submit the grievance in writing within said ten (10) working days to the Director of Public Works or his designee. The determination of the Public Works Director or designee shall be in writing, and issued within ten (10) days of the submission.

Step 3. If the grievance is not resolved satisfactorily within ten (10) working days after the determination in Step 2, the Union shall submit the grievance in writing within an additional five (5) working days to the City Administrator or his designee, whose decision shall be issued within ten (10) working days from submission. That decision shall be in writing.

Step 4. If the grievance is not resolved satisfactorily after submission to Step 3, then either party may submit the matter to arbitration according to the procedures set forth in this article. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the City Administrator or within twenty (20) working days after such decision was due.

#### Section 4.3. Grievance Withdrawal.

A grievance which is not submitted within the requisite time limits for any particular step shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure. The time limits at any step may be extended by written mutual agreement of the parties.

#### Section 4.4. Grievances without Union.

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
2. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

## ARTICLE V - ARBITRATION

### Section 5.1. Definition.

If the representatives of the Employer and of the Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

### Section 5.2. Selection.

If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators, all of whom are members of the National Academy of Arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

### Section 5.3. Fees.

The fees and expenses for the arbitrator's services, if any, shall be borne by the Employer if the arbitrator fully sustains the Union's grievance, by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensation its own representatives and witnesses, and purchasing its own copy

of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

## ARTICLE VI – PERSONNEL FILES

The Employer's personnel files, disciplinary history and investigative files (except pending investigations), including all closed administrative and/or criminal files and files or documents related to performance and promotional evaluations, recommendations and assessments, 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.

While the City reserves the right to take into consideration the totality of an employee's employment history when making personnel decisions, the length of time between disciplinary issues will be given proper consideration before further discipline is issued. In addition, any subsequent positive improvements in an employee's performance and/or work habits will also be documented as part of an employee's work history and will be given full consideration in any future employment decisions. Nothing in this section shall be construed to limit the City's authority under the Management Rights Article of this agreement.

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 said 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.

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 VII – DUES DEDUCTION & FAIR SHARE

### Section 7.1 Definition

Each bargaining unit employee, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, shall join and remain a member of the Union or pay a fair share fee to the Union in an amount certified to the City by the Union. The City shall continue to deduct Union dues, initiation fees and uniform assessments and transmit the same to the Union in the same manner as has been the practice of the parties. In the event that an employee covered by the terms of the Agreement shall not voluntarily sign a check-off



authorization or in the event that an employee who has previously signed an authorization objects to a specific deduction or assessment, the employer shall make an involuntary check-off in the amount previously certified providing the Union specifies the method used in the calculation of the check-off amount to the employer by the Union as the fair share amount of collective bargaining costs, which shall not exceed regular Union dues, and promptly forward such sums to the Union provided such check-off is consistent with current law. Fair share deduction for new employees who do not voluntarily sign a check-off authorization shall commence within thirty (30) days after the employee's start day. Should an employee object to this procedure based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, that employee may be required to pay an amount equal to his fair share to a nonreligious charitable organization mutually agreed to by the affected employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the payments may be made to any of the following organizations: The Heart Fund, Muscular Dystrophy or the American Cancer Society. The Union shall indemnify and hold harmless the employer from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section.

#### Section 7.2 Certification

The Union shall certify to the City and provide the City with satisfactory proof of the amount of the "fair share" payment and the membership dues payment at least annually.

#### Section 7.3 Payment to the Union

The City shall pay the Union for the amounts withheld from each employee paycheck according to current practice. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

### ARTICLE VIII – SENIORITY & PROMOTIONS

Seniority, as used therein, shall mean the length of service in continuous employment of the Employer. An employee's seniority shall date from the time of employee's employment, except where service is interrupted by reason of layoff, resignation, or discharge. Layoffs shall not terminate the seniority of any employee, except as provided below.

The seniority of any employee shall terminate under any of the following conditions:

- A. When laid off for a period of more than one (1) year.
- B. When an employee resigns employment with the Employer.
- C. When an employee is discharged for just cause.
- D. When an employee fails to return to work within two (2) weeks after written notice, by registered mail, to employee's last known address, requesting such return.

Employer shall consider factors such as seniority within the bargaining unit, experience and aptitude when evaluating employees for permanent promotion.

## ARTICLE IX – LAYOFFS AND RECALL

### Section 9.1. Introduction.

Should it become necessary to lay off any employee on account of lack of work or lack of City financial resources, the Employer shall give such employee or employees affected a reasonable notice in advance. Determination of whether or not there exists a lack of work or lack of City financial resources shall be at the sole discretion of the Employer. If thereafter a vacancy occurs, the laid off employee shall be offered the opportunity of filling same in accordance with his seniority status.

### Section 9.2. Procedure.

Layoffs, on account of reduction of forces, shall be made as follows:

1. The layoff of any employee(s) within the lineman position shall be in the inverse order of seniority within the bargaining unit. If such a layoff occurs, the employee within the group composed of linemen with the least bargaining unit seniority shall be laid off.
2. The layoff of any employee in the crew leader position shall be in the inverse order of bargaining unit seniority, but only as applied to the group of employees who are crew leaders. A crew leader who is proposed to be laid off, and who is qualified to function as a lineman, shall have the right, but not the obligation, to “bump” the lineman in the unit who has the least bargaining unit seniority and whose bargaining unit seniority is less than the crew leader’s. In the event the crew leader has the least bargaining unit seniority, the crew leader shall be laid off. The decision to bump shall be made within 14 days of written notification by Employer. The “bumping” employee shall be thereafter paid at the rate equal to the highest step of lineman. If a crew leader moves into a lineman position, the employee within the group composed of linemen with the least bargaining unit seniority shall be laid off.
3. Before implementing any layoff, probationary employees, part-time employees covered by this agreement, and temporary employees shall first be terminated.

## ARTICLE X – INJURY LEAVE

### Section 10.1. Introduction.

If any employee covered by this Agreement is injured while in the performance of the employee's duty as such, Employee shall be entitled to Employee's former position upon recovery with full seniority rights, provided employee is physically qualified to return to work. In case of Employee's return, other employees moved up because of Employee's absence will consent to such demotions or layoffs as may be necessary under the circumstances.

### Section 10.2. Description of Benefits.

Whenever an employee of the City of Batavia sustains an injury arising out of and in the course of employment, which causes him/her to be unable to perform his/her duties, said employee shall receive wage compensation pursuant to the provisions of the Illinois Worker's Compensation Act 820 ILCS 305.

### Section 10.3. Accrual of Regular Benefits.

Sick leave and vacation leave will be accrued by an employee while on temporary disability. The City will continue to pay the employer share of Health Insurance Costs and pension contributions throughout the injury period. The employee will continue to be responsible for his/her employee portion of Health Insurance Costs and pension contributions during this period. If it is deemed the employee is permanently disabled and will not be able to return to his/her normal work duties all sick leave and vacation leave accruals will cease.

### Section 10.4. Other Employment Entitlement.

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

## ARTICLE XI - VACATION

All full-time employees who have been in the employ of the Employer shall be entitled to annual vacation periods with full pay on the following basis:

- A. Two (2) weeks of vacation (80 hours) at full pay shall be allowed for such employees who have served the Employer continuously for one (1) year. One week of said vacation shall be available for use after six (6) months of employment.
- B. Three (3) weeks of vacation (120 hours) at full pay 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) at full pay 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) at full pay shall be allowed for such employees who have served the Employer continuously for a period of twenty (20) years.
- E. Employees shall be allowed to pick vacation periods by order of seniority. The vacation time so chosen shall be subject to the approval of the Head of the Department. Vacation period shall be January 1<sup>st</sup> to December 31<sup>st</sup>.
- F. Employees shall not be permitted to take two (2) years worth of normal vacation consecutively. Recognizing that on a special occasion an employee may have need for a three-week vacation, this may be permitted with the approval of the department head.
- G. Vacation days are not accruable but up to ten (10) days of vacation time may be carried over for use within twelve months of the beginning of the succeeding year.
- H. Employees who are employed with the City of Batavia on a part-time basis all year long, working an average of twenty (20) hours per week shall be entitled to prorate vacation based on the number of hours they actually work.

## ARTICLE XII – HOLIDAYS AND PERSONAL LEAVE

### Section 12.1. Holidays.

The Electric Division shall receive eleven (11) paid holidays, consisting of the following:

- New Year's Day
- Civil Rights Day
- Spring Holiday
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving

Christmas Eve Day

Christmas Day.

If a holiday for employees falls on any day of a workweek consisting of Monday, Tuesday, Wednesday, Thursday or Friday, they would receive the day off with pay. If the holiday falls on a Saturday, they shall receive the day preceding Saturday off with pay. If the holiday falls on Sunday, they shall receive the day after Sunday off with pay.

#### Section 12.2. Personal Leave.

In addition to the above holidays, all full-time employees shall be granted a “Personal Day” to be taken at the option of the employee. Request 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 that time.

### ARTICLE XIII – DONATION OF VACATION AND PERSONAL LEAVE

#### Section 13.1. Eligibility.

Employees who are undergoing a hardship situation in their personal life such as, but not limited to, serious medical situations 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 13.2. Application Procedure.

In order to qualify for donation, the individual must make a request in writing to the City Administrator to qualify 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. Request should be sent to Human Resources.

#### Section 13.3. Review Procedure.

The City Administrator 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 final determination. The City Administrator’s determination of hardship status shall be final. In the event the City Administrator is not available, the Assistant City Administrator shall review the request and make the determination.

#### Section 13.4. 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 13.5. 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 described in this article. 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 roll over limits described in this article.

### ARTICLE XIV – BEREAVEMENT LEAVE

Up to five (5) consecutive workdays of leave with pay may be granted upon the request of the employee for the death of a spouse, parent, or child. Up to three (3) consecutive workdays 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. These definitions shall include all step- and half-relationships where appropriate. Up to two (2) consecutive workdays of leave with pay may be granted upon the request of the employee for the death of other relatives. Should additional days off be required, the employee may use vacation, personal time, accumulated sick leave or the employee may take leave without pay. Part-time employees who work an average of twenty (20) hours per week or more, will receive pro-rated bereavement leave based on the number of hours they actually work.

### ARTICLE XV - TRAINING

#### Section 15.1. Introduction.

The City understands the value of regular training and will seek new and expanded ways to keep employees knowledgeable about current tools and methods in their profession, and maintain a well-trained workforce. Personnel will be selected on the basis of the initiative,

aptitude, and job interest for specialized courses relating to their profession. Personnel selected to attend any specialized course will be reimbursed for tuition, meals, lodging, and mileage after successful completion of the course as described in this Article.

#### Section 15.2. Compensation

Employees will be compensated only for that travel time in excess of 1 hour (as determined from City of Batavia city limits) expended to and from training sites for mandatory training.

No compensation for travel time will be given for travel to and from training sites less than 1 hour from City limits as it is considered part of the employee's normal commute to a designated work site.

Reimbursement for travel time, tuition, fees, and other expenses for non- mandatory training will be subject to prior approval by the Electric Superintendent.

The City shall incur all reasonable costs related to Apprentice Lineman Training. However, in the event an employee leaves employment of the City within 3 years of having participated in the program, the employee shall be responsible for paying the City back as follows:

- 1 year or less — Employee shall be responsible for repaying 100% of City's incurred costs.
- 1 to 2 years — Employee shall be responsible for repaying 75% of City's incurred costs.
- 2 to 3 years — Employee shall be responsible for repaying 50% of City's incurred costs.

In the event an employee leaves the City due to extenuating circumstances, the City shall take into consideration those circumstances before requiring any repayment and/or have the ability to waive such payment if the circumstances warrant.

### ARTICLE XVI – SICK LEAVE

#### Section 16.1. Sick Leave.

Employees shall receive regular pay during unavoidable absence from work due to sickness or accident in the following manner, if in the opinion of the immediate supervisor, the absence is excusable and providing that such employee does not qualify for disability benefits (or compensation or pension in lieu thereof).

In addition, sick leave may be used for a maximum of six (6) days per year, upon approval of a department head, for the following reasons: the illness, injury or

medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

#### Section 16.2. Part-Time Benefits

Employees who are employed with the City of Batavia on a permanent part-time basis working an average of twenty (20) hours per week, shall receive pro-rated sick leave based on the average number of hours worked per week in the preceding year.

#### Section 16.3. Description of Benefits/Limitations

- A. A Department Head may request a statement from a doctor to the effect that a person is ill and should not work.
- B. Each employee shall be entitled to twelve (12) sick days per year.
- C. Unused days of sick leave shall be cumulative to a maximum accumulation of one hundred ninety-two (192) days.

#### Section 16.4. Retirement Sick Leave Payout

Upon voluntary separation from the City, employees shall be given a sick leave buyback incentive as follows:

- A. For employees who have completed at least 5 years but not more than 10, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 10% said unused sick leave. Such payment shall not exceed eleven (11) full days of salary or wages or eighty-eight (88) hours.
- B. For employees who have completed at least 10 years but not more than 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-five (25) full days of salary or wages or two hundred (200) hours.
- C. For employees who have completed at least 15 years but not more than 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 or three hundred sixty (360) hours.
- D. For employees who have completed at least 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 or five- hundred seventy six (576) hours.



ARTICLE XVII – HEALTH BENEFITS

Section 17.1 Employees Covered

It shall be the policy of the Employer to provide hospitalization, major medical, dental and vision coverage for employees who work an average of 20 hours per week or greater. Employees working an average of 35 hours 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 17.2 Employee Contribution

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 employee-plus-one dependent coverage premium shall not exceed twenty percent (20%), and the employee’s contribution to the family coverage premium shall not exceed thirty percent (30%).

Increases in employee contributions toward insurance premiums shall not exceed 20% from one plan year to the next.

MEDICAL DEDUCTIBLE

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

CO-INSURANCE

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

Rx CO-PAYS

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

PHYSICIAN SERVICES

A twenty dollar (\$20.00) co-pay will be required for each office visit.

## EMERGENCY ROOM SERVICES

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

### Section 17.3 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.

### Section 17.4 Term Life Benefit

Term Life Benefit. The Employer shall provide a term life benefit to cover employees who work an average of 35 hours per week or greater in the amount of one year's salary or \$45,000 whichever is higher at no cost to the employee.

### Section 17.5 Retiree Benefits

At the option of the employee, the group health plan can be continued past retirement. The retiree shall be responsible for paying the entire premium amount and payments shall be made through deductions from their monthly pension check.

### Section 17.6 Retiree Health Savings Plan

The City and Union agree to work towards the implementation of Retiree Health Savings Plan during the course of this agreement.

## ARTICLE XVIII – FAMILY & MEDICAL LEAVE ACT

The City shall comply with the Family and Medical Leave Act 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.

## ARTICLE XIX – HOURS OF WORK AND OVERTIME

### Section 19.1. Regular Work Week

A regular working day for all full-time employees working in the Electrical Division shall not exceed eight (8) hours. A working week shall not exceed forty (40) hours, and to consist of five (5) consecutive eight (8) hour days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday.

## Section 19.2. Overtime

Time and one-half the straight time regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in one day, or forty (40) hours in one week; provided, however, that hourly or weekly overtime shall not be paid for the same hours worked. Work performed on Sundays or holidays shall be paid for at the overtime rate of double the employee's straight time hourly rate, and double time shall only be paid for those hours worked on Sunday (midnight Saturday to midnight Sunday) regardless of when the employee commences or finishes work. In no event shall employees be paid twice for the same hours worked, except that if an employee is called out to work on a holiday, he shall receive the holiday daily rate if it is a paid holiday, plus double time for work performed on the holiday.

Overtime is understood to be mandatory for Electric Division personnel. Scheduled overtime will require ninety-six (96) hours advanced notice to the employees required to work said overtime. Emergency overtime will not be subject to advanced notice. The lineman on stand-by will be offered the scheduled overtime opportunity first and then the offers will follow the overtime list.

## Section 19.3. Stand-by

Nineteen (19) hours straight time shall be paid for one (1) lineman at the normal rate of pay for standby duty from the end of the day's regular work shift Wednesday to the beginning of the day's regular shift start the following Wednesday. Six (6) hours straight time shall be paid for recognized holidays that a lineman is required to be on standby duty. In the event the employee on standby is receiving his eight (8) hour rest period as described in Article XVII, a volunteer shall be sought for replacement standby duty. If no volunteer is found, a replacement employee shall be selected to be on stand-by to cover the remainder of the rest period by linemen in accordance to the call-out list. Said employees, whether they volunteer or are selected, shall receive a minimum of one (1) hour of standby pay as follows for covering a portion of the eight (8) hours of replacement standby:

- 0-4 hours: 1 hour of replacement standby pay
- 4-8 hours: 2 hours of replacement standby pay
- Each additional 4 hours completed: 1 hour of replacement standby pay

An employee may elect to receive compensatory time in lieu of stand-by pay as outlined in this Article.

## Section 19.4. Call Back

A minimum of two (2) hours at time and one-half shall be paid to any employee who is called back to work after having been released after his regularly scheduled workday. Such call in time shall start when the employee begins work and shall end when the employee has been released from work. All call-outs after midnight will be paid at double the straight time rate of pay. Employees called out shall respond not only to one initial call-out, but also shall make themselves available, at no additional expense to the City, to respond to any other call-out during

that two (2) hour period. Should the duration of the second call-out extend beyond this two (2) hour period, the employee would receive the applicable hourly rate for any additional hours worked.

No employee shall be required to take time off on regularly scheduled workdays to offset overtime worked or to be worked.

#### Section 19.5. Mutual Aid

Any employee assigned to respond to a mutual aid request for the cities of St. Charles, Geneva, Naperville, Rochelle, Winnetka, or Fermilab that is during normal business hours (currently M-F 7 a.m. to 4 p.m.) shall be paid as per this agreement.

Any mutual aid work that is both outside of the above-mentioned communities and is to take place outside of normal business hours shall be voluntary and employees requested to engage in said work shall be compensated as per this agreement.

#### Section 19.6. Continuous Work

Any employee required to work over sixteen (16) continuous hours, will receive for any hours worked over sixteen (16) hours pay at double the normal rate.

#### Section 19.7. Compensatory Time

Employees may receive compensatory time in lieu of overtime, on an hour-for-hour basis, upon the request to and approval of the Department Director or his/her designee. Compensatory time may be accumulated up to a maximum of eighty (80) hours at any given point in time. A maximum of eighty (80) hours of comp time may be used per year and a maximum of eight (8) hours may be used per instance.

Requests to take compensatory time off shall be made to the Department Director or his/her designee per the department's leave request policy. The Department Director's decision to approve or deny requests for compensatory time off shall be final.

If operational requirements require additional manpower, any employee off work on compensatory time can be required to report to work by the Department Director or his designee. If an employee is off work on compensatory time and is called to report he/she must report to work within a reasonable time frame. If an employee that is off work and on compensatory time is called to report for work, any hours worked would be paid at the appropriate hourly rate and the employee's comp time would not be expended during the period of time the employee was required to be at work.

Any compensatory time not used at the time of an employee's separation from City employment will be paid at the employee's straight-time rate.

#### Section 19.8 No Pyramiding

Unless otherwise outlined in this agreement, no other work is paid at straight time. Any hour paid for at an overtime rate (time and one-half or double-time) or call-out shall not again be paid for at or counted in computing overtime pay, there shall be no pyramiding or duplication of overtime payments.

## ARTICLE XX – ELECTRONIC COMMUNICATIONS DEVICE

The employer may require employees covered by this agreement to carry an electronic communications device in an “on” status during hours they are not scheduled to work. Employees shall make a reasonable effort to answer the phone and/or otherwise acknowledge receipt of requests for assistance to inform the City whether they are available for work; however, employees are not required to respond to such requests unless otherwise specified below. The City and Union agree that if an employee repeatedly fails to acknowledge receipt of requests for assistance, then both Parties shall meet to resolve the issue prior to the City proceeding with any type of progressive discipline. Three levels of paging will be used as a means to contact employees for emergency work; *Class One, Class Two, and Class Three*:

- Class One — This level is considered to be the majority of all call outs. The following would apply:
  1. Three (3) or less Electric Division employees are needed.
  2. Call out may be initiated by the employee on Stand-by, Manager of Electric Operations, Electric Superintendent or his designee.
  3. The Overtime List will be used (or a set volunteer list of those who wish to be notified).
  4. Employees shall make a reasonable effort to acknowledge the request for assistance and to inform the City whether they are available for work. The employee on standby shall respond, other employees may respond.
- Class Two — This level is considered to be more urgent than Class One. One of the following would apply:
  1. If not enough employees responded to the initial Class One Page, a second page would go out as a Class Two Page.
  2. Four (4) or more Electric Division employees are needed (unless a continuation of a Class One Page).
  3. Call out will be initiated by the Electric Superintendent /or his designee.
  4. The Overtime List will be used (or a set volunteer list of those who wish to be notified).

5. Employees shall make a reasonable effort to acknowledge the request for assistance and to inform the City whether they are available for work. The employee on standby shall respond, other employees may respond.
- Class Three — This level is considered to be used for Extreme Emergency situations such as major storms, substation failures or other Major Catastrophe where all or most of the Electric Division is needed. The following would apply:
    1. Employees shall acknowledge the request for assistance and inform the City whether they are available for work. Failure to acknowledge the request for assistance WITHIN 20 MINUTES OF ISSUANCE OF A PAGE may subject the Employee to progressive discipline. If an employee is on approved leave or had previously made the Electric Superintendent or his designee aware of their unavailability for emergency work and not currently assigned to Stand-by duty, no disciplinary action will be taken.
    2. The employee on standby shall respond, other employees may respond.
    3. Call out must be initiated by the Electric Superintendent or his designee

Before any of the above three levels of paging is to be used, employees on Stand-by duty, in accordance with Article XV, will be the first called out. Employees called out for work shall be compensated in accordance with Article XV.

The City will provide communication device(s) that would allow the employee(s) to acknowledge requests for assistance in a reasonable time period, notwithstanding that all employees covered by this agreement would have a home (personal) telephone. When the City is calling back employees to work, the employees home (personal) telephone number shall be used during the times between 9 p.m. to 9 a.m. if not enough employees acknowledge a page.

## ARTICLE XXI – REST PERIOD

An employee who has worked sixteen (16) hours continuously, or eight (8) hours overtime in a sixteen (16) hour period immediately preceding his basic work day shall, upon release, be entitled to an eight (8) hour rest period before returning to work. If circumstances do not allow the employee to be released after sixteen (16) continuous hours, or after the completion of eight (8) hours of overtime in a sixteen (16) hour period immediately preceding the workday, the affected employee shall be paid at a double time rate for all hours worked until they have been released. If an employee is called back to work after having been released, during their rest period, they shall be paid at a double time rate for all additional time worked until the employee receives eight (8) hours of uninterrupted rest. If a rest period under the provisions of this section extends into a basic workday, the employee shall lose no time thereby. If weather or working conditions warrant, the City may, at the discretion of the Electric Superintendent or his designee, release any individual for a rest period if they work less than the hours outlined above.

## ARTICLE XXII – MEAL ALLOWNACE

Employees required to work two (2) consecutive emergency hours preceding the work day, shall be furnished a meal allowance. Employees required to work four (4) consecutive emergency hours following the work day shall be furnished a meal allowance, and an additional meal allowance shall be furnished at the end of each subsequent four (4) consecutive emergency hours of work thereafter. The meal allowance shall be fifteen dollars (\$15.00) provided on the employee's paycheck and no more than 3 meal allowances shall be provided to an employee in any twenty-four (24) hour period.

The Public Works Department may directly provide an employee with a meal in lieu of a meal allowance based upon operational requirements.

## ARTICLE XXIII - CLOTHING, BOOT AND SAFETY EYEGLASS ALLOWANCE

All members of the Public Works Department who are required to wear a uniform are provided five (5) sets of uniforms per week, and one (1) set of appropriate outer wear. The uniforms consist of a fire resistant (FR) rated cotton shirt and cotton pants and outer wear will include rain gear, double or single-lined hooded sweatshirt (employee chooses one only), winter coat, insulated or non-insulated overalls (employee chooses one only), in safety colors with a City logo, gloves, and rubber boots. Shall be replaced upon showing usual and customary wear and tear.

An allowance of up to three hundred dollars (\$300.00) shall be provided to employees for the purchase or replacement of safety-toed climbing boots. Employees shall have to demonstrate wear and tear on the boots and receive approval from the Superintendent or his designee before replacement boots can be purchased.

Employees shall also receive an allowance of up to four hundred dollars (\$400) per year, as an allowance for purchasing replacement safety toed work boots and winter accessories. Replacement winter clothing shall be limited to the following:

- Thermal Underwear
- Socks
- Long-sleeved shirt
- Sweatshirts (no silk screens permitted)
- Insulated vest
- Additional FR sweatshirt not included above
- Additional FR overalls not included above

All clothing must be fire resistant cotton, wool, or any other natural fiber that does not promote flame spread. Employees are required to show proof of purchase to the Superintendent or his designee prior to receiving the allowance.

For those employees who wear prescription glasses, one (1) pair of basic prescription safety glasses will be reimbursed up to a maximum of \$250.00 during the term of this Agreement for damaged glasses during the course of normal work (and not as a result of carelessness) or replacements lenses due to a change in prescription requirements. Basic safety glasses include frames, standard lenses and permanent side shields.

#### ARTICLE XXIV – CLOTHING ALLOWANCE

The Employer shall furnish to the employees all tools and equipment necessary to perform their duties. The employer shall furnish suitable rain protective equipment, to employees required to work out of doors during inclement weather. The employees will be responsible for the return of said equipment and tools in good condition, reasonable wear and tear accepted.

#### ARTICLE XXV – ILLINOIS MUNICIPAL RETIREMENT FUND

All employees under this contract who work 1000 hours or more per year are required to be a member of the Illinois Municipal Retirement Fund. This retirement plan is partially funded by the City of Batavia.

#### ARTICLE XXVI – WAGE RATES

All bargaining unit employees shall receive the following wages according to the table below. Said wage table reflects a wage increase of 2.75% effective January 1, 2018:

Effective Date	Lineman		Crew Leader	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
1/1/2018	\$110,280	\$53.02	\$117,930	\$56.70

<u>Wage Scale for Apprentices:</u>		<u>Effective 1/1/2018</u>	
		<u>Annual</u>	Hourly
1 <sup>st</sup> 6 months	75% of Base Scale	\$82,710	\$39.76
2 <sup>nd</sup> 6 months	77% of Base Scale	\$84,916	\$40.83



3 <sup>rd</sup> 6 months	80% of Base Scale	\$88,224	\$42.42
4 <sup>th</sup> 6 months	83% of Base Scale	\$91,532	\$44.01
5 <sup>th</sup> 6 months	86% of Base Scale	\$94,841	\$45.60
6 <sup>th</sup> 6 months	89% of Base Scale	\$98,149	\$47.19
7 <sup>th</sup> 6 months	92% of Base Scale	\$101,458	\$48.78
8 <sup>th</sup> 6 months	95% of Base Scale	\$104,766	\$50.37

Any employee receiving a higher wage or other benefits that are not covered in this Agreement shall not suffer the loss of such benefits by virtue of this Agreement.

Payday shall be bi-weekly.

When a Lineman is designated to take the place of Crew Leader, the Lineman shall receive the rate of pay for the position filled, provided the Lineman has taken the place of that position for a minimum of four (4) consecutive hours. To be eligible for this upgrade, the employee must have completed at least four (4) years as a lineman, and accept the upgrade, which he has the option to decline. A lineman hired from the outside of the City shall complete, at a minimum six (6) months with the Batavia Electric Division subject to the language in Article V prior to serving as Acting Crew leader.

The on-call Lineman will be upgraded to Crew Leader when working on call outs on energized primary even when it is under the four (4) hour clause listed above. If on a call out or emergency work a normal Crew Leader is called in, he will assume the Crew Leader responsibility.

#### ARTICLE XXVII – COMMERCIAL DRIVER’S LICENSE

The City agrees to pay the fees relating to obtaining and renewing Commercial Driver’s License (Class A) incurred by employees who are required to hold such a license as described in their job description, while they are employed with the City. The City also agrees to make training materials available regarding the Commercial Driver’s License.

#### ARTICLE XXVIII – RESIDENCY

Employees covered by this agreement shall be required to reside within 12 miles of Batavia city limits within one year of employment with the City and assignment to the Electric Division.

## ARTICLE XXIX – NEGOTIATIONS & REPRESENTATION

### Section 28.1 Recognition of Officers

The Employer shall recognize the duly elected steward and/or any other officers of the bargaining unit upon notification by the Union, in writing, of their election.

### Section 28.2 Compensation During Negotiations

The Employer shall compensate employees who are members of the negotiating team for all time worked under the terms and conditions of this agreement while negotiations continue during normal working hours.

### Section 28.3 Negotiation of Grievances

The Employer shall allow one (1) of the designated stewards to negotiate all grievances at the employee's regular rate of pay during normal working hours.

### Section 28.4 Visits by Business Representatives

The employer shall allow Business Representatives from the Union to talk to the bargaining unit on city property during non-working hours with reasonable notice to the Employer which the Employer shall not unreasonably withhold.

### Section 28.5 Bulletin Board

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 a non-partisan political and non-inflammatory nature.

## ARTICLE XXX – MANAGEMENT RIGHTS

### Section 30.1 Management Rights

All functions of management of the operations of Employer and the direction of its employees which are not limited by the express language of this agreement, are exclusively vested in and retained by Employer, including but not limited to the right to determine the means, methods and place of operations; to decide what work or services shall be performed by employees; the right to hire, discipline or discharge employees for just cause and employees during their initial one-year evaluation period without cause; to transfer, promote or relieve from duty because of lack of work or for other legitimate reasons; to maintain discipline, order and efficiency; the right to make and enforce rules and regulations; to introduce new and improved methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities; provided this will not be used for purposes of discrimination against employee's membership in the Union.

## Section 30.2 Labor Management

The parties hereby agree to form a Labor Management Committee comprised of at least two representatives from the Employer and two representatives from the Union. The Committee shall meet not more than two (2) times per year, unless otherwise mutually agreed, to discuss matters of safety, training and City of Batavia Electric issues. Such meetings shall be scheduled during the bargaining unit employee's working hours. The party requesting a meeting of the Committee shall give written or oral notice to the other party to request dates of availability to schedule said meeting, and all meetings shall be held at a mutually agreeable time, date and location. An agenda shall be created and shared between both parties prior to the scheduled meeting.

### ARTICLE XXXI – EDUCATIONAL ASSISTANCE

The City of Batavia may provide educational assistance to all full-time employees who have completed one year of service. Educational Assistance benefits will be provided in accordance with the current City's approved Educational Assistance Policy.

### ARTICLE XXXII - SUBCONTRACTING

Prior to any decision to subcontract work normally performed by bargaining unit employees, the City will notify the Union in advance, and upon request of the Union, shall meet with the Union to negotiate the decision and impact of subcontracting.

### ARTICLE XXXIII – APPROVAL OF AGREEMENT

None of the provisions of this Agreement shall be construed to require either Employer or the Union to violate any Federal or State law, in the event any provision hereof should be modified to the extent necessary to conform to such law.

The Union will, at all times, use all legitimate means and its best effort to further and protect the interest of the Employer.

The parties hereto agree not to open this Agreement for the purposes of negotiating any of its provisions during the term of this Agreement. However, if inequities are found to exist in the Agreement, by either the Employer or the Union, either party may request adjudication with the consent of the other party.

Dated this 21<sup>st</sup> day of May, 2018.

I.B.E.W. LOCAL UNION NUMBER 196

By: Eric Patrick

Title: Bus. Mgr.

Signed this 21<sup>st</sup> day of May, 2018.

CITY OF BATAVIA

By: Jeffery D. Schelke  
Mayor

ATTEST: Clark Ford  
City Clerk