

Tentative Changes to the RMU as of 12/9/14 Proposed contract for 2014-2019

Items in green are T/A's from 12/9/14 negotiations

AGREEMENT

Between

CITY OF ROCHELLE

MUNICIPAL UTILITIES

And

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 196

May 1, ~~2011~~ 2014 through April 30, ~~2014~~ 2019

ARTICLE 7 - RESIDENCY

Section 7.1 Residency Requirement and Area.

- (a) **Requirement and Area Defined.** As a condition of continuing employment all employees of Employer **except meter readers, generation and lab technicians**, shall reside within a fifteen (15) mile radius of the Rochelle City Limits.

ARTICLE 9 - LAYOFF AND RECALL

Section 9.8 Non Privatization of Water / Water Reclamation. During the duration of this contract from 05/1/15 thru 04/30/19, the City agrees not to privatize work performed by members of the bargaining unit in the Water / Water Reclamation Division

ARTICLE 10 - JOB POSTING AND BIDDING

Section 10.1 Posting. (a) Notice of permanent bargaining unit vacancies shall be posted on bulletin boards at each of the operating units for a period of 10 calendar days announcing the position opening, the qualifications to be eligible to bid, and the method to file a written bid.

(b) All postings shall state job classification, department, initial work location, shift or shifts, and last date to bid.

(c) A copy of the posting will be provided to the chief steward.

Section 10.2 Bidding. Employees may bid on the posted job during the posting period by complying with the method to file a written bid contained in the posting. The relevant unit steward may timely submit a bid on behalf of any employee absent from work during the posting period.

Section 10.3 Filling the Posted Job. The job shall be awarded to a qualified bidding employee who has the highest level of skill, ability and physical fitness to perform the work. Where two or more employees bid for the job with substantially equal skill, ability and physical fitness to perform the work, seniority shall prevail. Employer may temporarily assign an employee to fill the job until it determines whether there are any such qualified bidders. If there are no qualified bidders, Employer may offer the job to a qualified employee who did not bid, or may hire a new employee to fill the job.

Section 10.4 Trial Period. (a) An employee selected in accord with Section 10.3 above shall complete a trial period of at least ninety (90) days but not more than one hundred twenty (120) days.

(b) If employee cannot successfully perform the work during this trial period, employee will return to the position formerly held. In this case, Employer shall select the next qualified person on the bid list if it is less than six (6) months old. Otherwise, Employer shall initiate a new posting.

(b) An unsuccessful employee in accord with subsection (b) above and an employee successfully completing the specified trial period after entering a new position must wait twelve (12) months before being eligible to apply for another job opening unless this requirement is waived by Employer.

Section 10.5 Employer Decision. In the event the Employer decides not to fill the posted job from within the bargaining unit that decision shall not be subject to Article 6 Grievance Procedure and Arbitration.

Section 12.3 Calendar Day. An employee whose normal workday extends from one calendar day into another, or who works consecutive hours from one calendar day into another, shall be considered as worked on the calendar day on which they started to work. A calendar day shall begin at 12:01 am and end the following midnight.

Section 12.4 Regular Workday.

(a) **Non-shift Employees.** Eight (8) consecutive hours of work, excepting an unpaid 30 minute meal period, within a twenty-four (24) hour period. The unpaid meal period to include travel time for the purpose of obtaining and eating the meal.

ARTICLE 14 – WAGES

Wage increases shown in table below. 5/1/14 3%, 5/1/15 3%, 5/1/16 3%, 5/1/17 3.25%, 5/1/18 3.25%. Extra \$1.00 on year two and extra \$1.00 on year three, for linemen. Meter Reader A will be changed to Meter Tech, with an extra \$1.00 on year two.

Section 14.3 Overtime. For all authorized overtime, in fifteen (15) minute increments, in excess either of eight (8) hours in a workday or of forty (40) hours in a workweek, an employee shall be paid one and one-half (1½) times employee's straight-time rate of pay for that workweek. All hours worked on Sunday, when not normal working hours, are to be paid at double the straight time rate of pay. An employee who is normally scheduled to work Sunday shall, for the duration of this Agreement, designate which usual day off shall be treated as "Sunday" for purposes of calculating overtime rate.

Section 14.5 Rest Period. Employees who have worked 16 consecutive hours in a 24 hour period, shall be released from work for a rest period of at least 8 hours. When an employee is released during his/her

normal work schedule, he/she shall be compensated at the straight time rate for the remaining hours to complete what would have been their normal shift.

Section 14.6 Standby Pay. Employer may routinely assign employees to stand-by to answer calls and make service runs outside their normal scheduled workday. Employees who are assigned standby shall be paid a rate of:

For the Electric Distribution Division:

~~Effective 5-01-11 p~~ Pager pay for Crew Leaders and Linepersons will be one (1) hour/day Monday-Friday, and one and one-half (1.5) hours for weekend days and holidays. The pay shall be at the employee's base regular hourly rate in effect at the time.

For the Water/Water Reclamation Division and Electric Division Meter Readers:

Pager pay ~~will be \$38.00/day, Monday-Friday, \$43.00/day, Weekends and Holidays~~
~~Effective 5-01-12 p~~ Pager pay will be \$39.00/day, Monday-Friday, \$44.00/day, Weekends and Holidays. ~~Effective 5/01/15 pager pay will be \$41.00/day, Monday-Friday, \$46.00/day, Weekends and Holidays.~~

Section 14.7 Non Standby Employees. Lab technicians, Meter Department and Generation employees that are called in outside of their normal work schedule, shall be compensated at the pager pay rate for that day. Except when the call in is a direct result of a bargaining unit member on sick leave.

Section 14.78 No Pyramiding. There shall be no duplication or pyramiding of overtime or premium pay.

Section 14.89 Shift Differential. A shift differential will be paid for all hours worked when majority of hours occur on 2nd or 3rd shift within a twenty-four (24) hour period based on the following: \$.80 for 2nd shift and \$1.10 for 3rd shift. In the event hours worked are equal, half of the hours will be paid the shift differential per the shift that is worked. Shift differential will not be paid for any paid time off. Shift differential is available only for employees working established shift schedules.

Section 14.910 Work Outside of Classification.

Section 18.2 Family Medical Leave. ~~Both parties agree to follow the Family and Medical Leave Policy as provided in Annex E with applicable law and policy in effect at time of execution.~~ Family medical leave shall be governed by applicable law and the City's Family Leave policy in effect as of the date of this agreement.

~~ANNEX D~~

~~FAMILY AND MEDICAL LEAVE POLICY~~

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

Section 19.1 Eligibility and Premiums Subject to the provisions of this Article, Employer shall provide health plan coverage for an employee beginning the first (1st) of the month following the first (1st) thirty (30) days continuous employment, and where properly elected by the employee, to the employee's dependents.

Employees shall pay a percentage of the total premium for the chosen level of health coverage according to the following schedule:

| Coverage Level | 01-01- 12 5 | 01-01- 13 6 | 01-01- 14 7 | 01-01-18 | 01-01-19 |
|----------------|------------------------|------------------------|------------------------|----------|----------|
| Employee Only | 15% | 10 5% | 15% | 15% | 15% |
| Family* | 13 5% | 14 5% | 15% | 18% | 18% |

ARTICLE 24 - SCOPE OF AGREEMENT

Section 24.1 Duration. This agreement when signed by the authorized representative of Employer and Union, shall be effective from May 1, ~~2011~~ 2014 to and including April 30, ~~2014~~ 2019 and shall automatically renew for successive twelve-month periods, thereafter, unless either party gives written notice of its desire to amend or terminate the Agreement. Such notice of termination shall be sent to the other party between the dates of November 1, ~~2013~~ 2018 and January 2, ~~2014~~-2019. If such notice is given, the Agreement shall terminate as of April 30, ~~2014~~ 2019.