

AGREEMENT

Between

CITY OF ROCHELLE

Divisions of Street and Cemetery

And

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL 196

May 1, 20~~14~~<sup>19</sup> through April 30, 20~~19~~<sup>22</sup>

**TABLE OF CONTENTS**

**Page**

Agreement.....3

Preamble..... 3

Article 1 Recognition.....3

Article 2 Management Rights.....4

Article 3 Union Recognition.....5

Article 4 No Strikes or Lockouts.....6

Article 5 Dues Deduction ~~and Fair Share~~.....6

Article 6 Grievance Procedure and Arbitration.....67

Article 7 Residency..... 98

Article 8 Seniority..... 810

Article 9 Job Posting and Bidding..... 119

Article 10 Layoff and Recall..... 110

Article 11 Paid Leave of Absence..... 1311

Article 12 Unpaid Leave of Absence..... 1312

Article 13 Sick Leave..... 1413

Article 14 Non Discrimination..... 1514

Article 15 Discipline..... 1614

Article 16 Safety..... 1615

Article 17 Unit Work..... 1715

Article 18 Holidays..... 1715

Article 19 Vacations..... 1816

Article 20 Group Insurance..... 1819

Article 21 Retirement..... 2019

Article 22 Hours of Work and Overtime..... 1920

Article 23 Wages..... 2022

Article 24 Savings Clause..... 2022

Article 25 Complete Agreement..... 2122

Article 26 Duration and Termination..... 2224

Exhibit A Wage Schedule..... 2523

~~Exhibit B Union Dues Deduction..... 26~~

~~Exhibit C Part Time Airport Staff..... 27~~

## AGREEMENT

This Agreement is entered into between the City of Rochelle, an Illinois municipal corporation (hereinafter "Employer") for its Divisions of Street and Cemetery and Local Union No. 196, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Local Union 196" or "Union").

### PREAMBLE

The purpose of this Agreement and the intent of the parties is to establish harmonious understandings and relationships between and among Employer, Union and employees covered; to promote efficiency and effectiveness in the provision of services to residents of the City of Rochelle; and to establish rates of pay, wages, hours of work, and other conditions of employment for the employees covered. Therefore, the parties agree, by their duly authorized agents, to comply with the terms set forth in this Agreement for the term thereof.

### ARTICLE 1 - RECOGNITION

Section 1.1 Recognition of Union Pursuant to certification of the Illinois State Labor Relations Board dated March 25, 1993 in Case No. S-RC-93-61, Employer recognizes the Union as the exclusive bargaining agent for all employees in the unit set forth below for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as defined in the Illinois Public Relations Act (the "Act").

Scope of Union All regular full-time and regular part-time employees of the Divisions of Street and Cemetery of the City of Rochelle, but excluding all supervisors, confidential employees, and managerial employees as defined by the Act, and all other employees of the City of Rochelle.

Composition of Unit The current unit job classifications are: Foreman, Leadperson, Mechanic, Operator, ~~Accounting Clerk~~, ~~Grounds Maintenance/Operator~~ and Minor Maintenance.

Section 1.2 Definition of Employees and Employer Whenever used in the Agreement, "employees" shall mean all regular full-time and regular part-time employees (defined in Section 1.3 and 1.4 of this Article) employed within the Scope of Unit (defined in Section 1.1 of this Article) by Employer. "Employee" shall mean anyone of the employees.

Section 1.3 Definition of Regular Full-time Employees Those employees who are normally scheduled to work 40 hours per week and have completed a 6-month probationary period.

Section 1.4 Definition of Regular Part-time Employees Those employees who are normally scheduled to work not more than 32 hours per week (1,664 hours per calendar year) in an established job classification, and have completed a 6-month probationary period. The scheduling of regular part-time employees shall not result in the loss of regular employment for regular full-time employees, or affect the status of or impede the promotional opportunities of regular full-time employees. All benefits provided for in this Agreement shall, unless stated as being for or applicable to regular part-time employees, be provided only to regular full-time employees.

Section 1.5 Definition of Probationary Employee An employee (including an employee rehired after termination of seniority) shall be in "probationary" status for the first 6 months of his/her employment or reemployment. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement, nor shall such employee have recourse to the grievance procedures and arbitration provisions of this Agreement.

Section 1.6 Definition of Short-Term Employees Those employees who are employed for less than 2 consecutive calendar quarters during the calendar year without a reasonable expectation of being rehired in a subsequent calendar year. The employer may rehire a short-term employee in a subsequent calendar year if the short-term employee performed satisfactorily in a previous calendar year. Short-term employees shall not be members of the bargaining unit or covered by this Agreement except as provided for in this Section. Short-term employees maybe assigned to seasonal work such as grass cutting, snow shoveling, light maintenance and other similar work, except that there shall be no overtime for short-term employees unless all regular full-time employees are employed and such overtime does not cause the lay off of any regular full-time employee.

Section 1.7 Job Classifications In the event any current unit job classification is changed or a new classification is added, such changed or new classification shall become a part of this unit. Employer shall give the Union Steward and Local 196 office notice of such changed or new classification and of the duties associated with such classification. If the changed or new classification involves significantly changed or new duties, within 10 calendar days of such notice Employer shall meet with the Union, if timely requested by the Union, to negotiate an appropriate pay level for the changed or new classification. If agreement cannot be reached after a reasonable period of negotiation, Union has recourse to Article 6, Grievance Procedures and Arbitration.

Section 1.8 No Guarantee This Article is not meant to be nor shall it be construed as a guarantee by Employer of hours of work per week or per year for any employee, or that any current unit job classifications (or any changed or new unit job classifications) shall be maintained or filled by Employer.

## ***ARTICLE 2 - MANAGEMENT RIGHTS***

Section 2.1 Retention of Managerial Prerogatives All rights, powers, functions, and authority of management (including those which the Employer had prior to the signing of this Agreement, whether or not exercised) which are not limited by the express language of this Agreement, are exclusively vested in and retained by the Employer, including but not limited to the right to determine the means, methods, and place of operations; to schedule and assign work and overtime to employees; to decide what work or services shall be performed by employees; to hire, discipline or discharge employees for cause; to transfer, promote or relieve employees from duty because of lack of work or funds or for other legitimate reasons; to maintain discipline, order and efficiency, to make and enforce reasonable work rules; to introduce new and improved methods, materials, equipment or facilities; provided that management, prerogatives will not be exercised for purposes of discrimination against any employee's membership in the Union.

## **ARTICLE 3 - UNION RECOGNITION**

### **Section 3.1 Union Steward**

(a) **Recognition of Steward/Alternate** From among the employees of Employer, the Union may designate and Employer will recognize a Steward to serve as the Union's agent in the representation of employees and an alternate who will serve only in the Steward's absence. To be eligible to serve or continue to serve as a Steward or alternate, the employee shall be a regular full-time employee of Employer. Employer shall not be required to recognize any employee as a Steward or alternate unless the Union has informed Employer, in writing, of the employee's name and designation as a Steward or alternate.

(b) **Compensation of Steward/Alternate While Engaged in Union Activity** Employer will pay the Steward or alternate at the applicable straight-time rate for up to 4 work hours in the aggregate lost per calendar month investigating and processing grievances. The Steward shall be released for such activity upon prior approval of the Superintendent of Streets pursuant to Section 3.3 of this Article.

**Section 3.2 Bulletin Board for Union Literature** Employer agrees that Union may use a bulletin board in the Street Division Garage break room to post notices concerning matters of official union business. Employer reserves the right to remove materials that are defamatory, derogatory, or which have no reasonable relationship to the permitted communications identified in this Section.

### **Section 3.3 Union Activity**

(a) **Grievance Processing** Should it be necessary that the Steward or alternate be temporarily released from duty in connection with grievance investigation or processing, or that an employee be temporarily released from duty to attend a grievance step meeting, the Superintendent of Streets shall so be notified by the Steward or alternate. As much advance notice as possible shall be given since work scheduling problems may exist, and release shall not be unreasonably withheld by the Employer.

(b) **Routine Union Business** Except as stipulated in Section 3.1 of this Article, no employee shall engage in Union activity including contacting the Steward, except in a case of emergency.

**Section 3.4 Union Business Leave** Employer agrees to grant a leave of absence of not more than 5 consecutive working days per contract year without pay to the Steward for Steward training by the Union. The Superintendent of Streets shall be notified in writing as to the scheduled date of such training. At least 2 weeks advance notice shall be given. Employer may refuse to grant unpaid leave for the Steward to attend Union-sponsored conventions and seminars if, in the judgment of the Superintendent of Streets, the Steward's absence would adversely impact the operations of Employer.

**Section 3.5 Union Visitation** Duly authorized representatives of Union shall be permitted at reasonable times during regular business hours to enter Employer's premises for the purpose of processing grievances or to discuss matters of mutual interest. Permission to enter the premises shall be obtained in advance. Such Union representatives shall be identified to Employer and on each occasion shall notify Employer of the time, place and reason for entering Employer's premises so as not to interfere with Employer's operations.

## **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

Section 4.1 No Strikes There shall be no picketing, boycott, cessation of work, slowdown, strike, observance of any picket line, interference with the business of Employer or other disruptive activities by employees or Union during the term of this Agreement or any extension thereof.

Section 4.2 No Lockouts There shall be no lockout of employees by Employer during the term of this Agreement or any extension thereof.

Section 4.3 Union Cooperation In the event of any action by employees prohibited by Section 4.1 of this Article, Union agrees to use its best efforts to have employees promptly return to their assigned work and resume normal duties.

Section 4.4 Discipline for Violation of Section 4.1 Any employee violating Section 4.1 shall be subject to immediate discharge.

Section 4.5 Employer Rights and Remedies In the event of any action by employees or Union prohibited by Section 4.1 of this Article, Employer shall have the right to apply for and enforce any and all legal or equitable rights and remedies.

## **ARTICLE 5 - DUES DEDUCTION AND FAIR SHARE**

Section 5.1 Dues Deduction For each employee in the bargaining unit who has filed with Employer a voluntary, effective check off authorization in the form attached as Exhibit B, Employer will deduct from such employee's wages once each month for a mutually determined pay period the regular monthly union dues assessed by Local Union 196. Employer shall forward said amount to Local 196 on the 10th day of the month following the month in which the deduction is made. If a conflict exists between the authorization form and this Article, the terms of this Article shall control.

If an employee has no earnings due for the pay period, the Union shall be responsible for collection of dues. Local Union 196 agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. Local Union 196 may change the fixed uniform percentage or dollar amount which will be considered the regular union dues no more than two (2) times each contract year during the term of this Agreement. Local Union 196 will give Employer 30 days notice of any such change in the amount of uniform dues to be deducted.

(b) Termination of Checkoff. Any bargaining unit member may terminate the due check-off by following the conditions set forth on the Union Dues Authorization form on file with Employer and Union.

~~Section 5.2 Fair Share Any present employee who is not a member of Local Union 196 shall, as a condition of employment, be required to pay a Fair Share of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the 30th day of their employment, also be required to pay a Fair Share as defined above.~~

~~With respect to any employee on whose behalf Employer has not received a written authorization as provided for above, Employer shall deduct from the wages of the employee the Fair Share financial obligation, including any retroactive amount due and owing, and shall forward said amount to Local Union 196 on the last day of the month following the month in which the deduction is made, provided:~~

~~—(a) Local Union 196 has certified to Employer that the affected employee has been delinquent in his obligations for at least 30 days;~~

~~—(b) Local Union 196 has certified to Employer that the affected employee has been notified in writing of the obligation and the requirement of each provision of this Article and that the employee has been advised by Local Union 196 of his/her obligation pursuant to this Article and of the manner in which Local Union 196 has calculated the Fair Share fee; and~~

~~—(c) Local Union 196 has certified no Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator selected from a panel provided by the American Arbitration Association for the purpose of determining and resolving any objections the employee may have to the Fair Share fee. The employee shall have the right to strike first on panel selection.~~

~~Section 5.3—Objections (Other Than Religious)—Any employee making a Fair Share payment may object to the amount of his Fair Share payment on the grounds that all or part of such payments have been expended by Local Union 196 for political activities or causes not germane to the collective bargaining process, contract administration and matters affecting employee wages, hours and conditions of employment.~~

~~Any such employee with any such objection shall process his objection in accordance with the notice and objection procedure established by Local Union 196, which procedure shall be consistent with the requirements of applicable law.~~

~~Section 5.4—Religious Objections—Objections to paying a Fair Share fee to Local Union 196 shall not apply to any employee, who on the basis of a bona fide religious tenet, or teaching of a church or religious body of which such employee is a member, objects to the payment of a Fair Share fee to Local Union 196. Upon proper substantiation and collection of the entire fee, Local Union 196 will make payment on behalf of the employee to a nonreligious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and Local Union 196 are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board and shall not be inconsistent with Section 6G of the Act.~~

~~Section 5.5—Indemnification Local Union 196 shall indemnify and save Employer harmless against any claims, demands, suits or other forms of liability, including reasonable attorney fees, incurred by Employer arising out or by reason of any action taken by Employer pursuant to this Article.~~

## ***ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION***

### **Section 6.1 Purpose**

(a) Exclusive Method It is the intent of the parties to this Agreement to use their individual and collective best efforts to minimize disputes and to promote and encourage prompt adjustment of employee grievances. The procedures set forth in this Article shall be the exclusive method for resolution of such grievances.

(b) Informal Resolution Employee disputes shall, within 5 working days of the occurrence of facts first giving rise to the dispute, be discussed by the employee and Steward with the Superintendent of Streets at a time agreed to by the parties in an attempt to settle the matter promptly and without resort to the formal steps in this Article. If no resolution is reached at this meeting, the matter shall be processed in accordance with Section 6.3 of this Article.

## Section 6.2 Definitions

(a) Grievance Defined A grievance shall mean a written complaint raised by an employee or employees as to the meaning, interpretation or application of the provisions of this Agreement, which is not informally resolved pursuant to Section 6.1(b).

(b) Grievant Defined A grievant shall mean any employee or employees who files or file a grievance pursuant to Section 6.3 of this Article.

(c) Written Grievance Grievant and the Union shall be bound by the facts, provisions of the Agreement and relief requested as presented in writing at Step 1.

Section 6.3 Processing Steps The following steps and time limits shall be adhered to in processing a grievance under this Agreement:

(a) Step 1 Within 5 working days after the date of the informal resolution meeting, grievant shall present sufficient facts in writing of the matter which gave rise to the grievance, including the provisions of this Agreement that are involved and the relief requested, to the Superintendent of Streets. Within 5 working days after receipt of the written grievance, the Superintendent of Streets shall meet with grievant and Steward at a time agreed to by the parties to discuss the grievance and shall respond in writing to grievant within 5 working days after such meeting. The grievant (or any one grievant in the event of a group grievance) shall be temporarily excused from duty without loss of straight-time pay to attend the Step 1 meeting if such meeting is held during the grievant's normal work day.

(b) Step 2 If the grievance is not resolved at Step 1, grievant shall file a copy of the grievance with the City Manager within 5 working days after receipt of the Step 1 response. The City Manager and Superintendent of Streets shall meet with the grievant and Union within 5 working days after receipt of the grievance and shall respond in writing to grievant within 5 working days after such meeting. The grievant (or any one grievant in the event of a group grievance) shall be temporarily excused from his or her regular duties without loss of straight-time pay to attend the Step 2 meeting if such meeting is held during the grievant's normal work `day.

(c) Arbitration If the grievance is not resolved at Step 2, the grievance may be referred to arbitration upon written request of the Union made within 10 calendar working days after receipt of the Step 2 response. When arbitration is timely requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within 10 calendar days from the date on which arbitration is requested, the Union shall, within the following 5 calendar days, request the

Federal Mediation and Conciliation Service to submit a panel of 7 arbitrators and shall provide Employer with a copy of such request. Within 5 working days after receipt of the panel, the Union shall strike 3 names and then Employer shall strike 3 names and the person whose name remains shall be the Arbitrator.

(d) Expenses The expenses of the Arbitrator, including the cost of a court reporter and hearing room, shall be borne equally by the parties. However, each party shall bear its own costs including those for preparation, attendance of witnesses, representation by counsel, and a transcript of the proceedings.

(e) Arbitrator's Authority The Arbitrator's decision shall be in writing and address only the specific issue(s) placed in dispute by the Step 1 grievance without recommendation on other matters. The Arbitrator shall have no authority to ignore, add to, take from or modify any of the provisions of the Agreement, or to limit or interfere with the powers, duties and responsibilities of Employer mandated by law or applicable judicial authority. The decision of the Arbitrator rendered within his authority shall be final and binding on the parties.

Section 6.4 Grievance Processing Representation An employee may process a grievance with or without Union representative through Steps 1 and 2 of the grievance procedure provided the Union Representative is afforded the opportunity to be present at such steps and that any settlement made shall not be inconsistent with the terms of this Agreement.

#### Section 6.5 Time Limits

(a) Failure to Process Timely If an employee, a grievant or the Union fails to seek informal dispute resolution, process a grievance, or pursue arbitration within the requisite time limits, the dispute or grievance shall be deemed resolved on the basis of the last response given by Employer.

(b) Withdrawal/Settlement A grievance may be settled or withdrawn at any step of the grievance procedure. Union agrees it will not reprocess any settled or withdrawn grievance. Grievance settlements shall be in writing and shall be non-precedent setting unless expressly stated otherwise.

(c) Extensions Any of the requisite time limits set forth in this Article may be extended by written agreement of the parties. Extensions will not be unreasonably withheld by either party.

### ***ARTICLE 7 - RESIDENCY***

Section 7.1 Residency Requirement All employees of Employer shall reside within ~~15 miles a 45-minute response time, under normal conditions,~~ of the Rochelle city limits; provided, however, that any employee who, on the effective date of this Agreement, resides outside the defined area may continue to reside outside that area so long as the employee does not move to another residence. Each employee hired after the effective date of this Agreement must establish residency within ~~the area defined above defined a 45-minute response time, under normal conditions, of the Rochelle city limits,~~ area within one year from date of hire. An employee may apply to Employer for time extensions in special circumstances. An employee may be relieved from this residency requirement where, in the Employer's exclusive judgment, special circumstances exist justifying residence outside the defined area.

Section 7.2 Failure to Comply If an employee fails to comply with the residency requirement, such

noncompliance will constitute cause for disciplinary action up to and including discharge.

## ***ARTICLE 8 - SENIORITY***

Section 8.1 Definition Of Seniority Seniority shall be an employee's length of service in continuous employment within the bargaining unit from the date of most recent hire. Seniority shall accumulate unless terminated as provided below.

Section 8.2 Termination of Seniority Seniority and employment shall be terminated when an employee:

- (a) is laid off for a period of 2 years or the employee's seniority at the beginning of layoff, whichever is lesser;
- (b) resigns or retires from employment with Employer;
- (c) fails to report to work on the first scheduled work day after expiration of a leave of absence granted under Articles 11 or 12 of this Agreement;
- (d) fails to report to work within 7 calendar days after personal notice is given to the employee, or written notice is sent by certified mail, return receipt requested, to the employee's last known address, of recall from layoff;
- (e) is absent from work on 3 successive work days without notifying Employer during such period, and without showing just cause for being absent;
- (f) is discharged for cause and not reinstated; or
- (g) during a leave of absence granted under Article 12, seeks or accepts other employment for monetary compensation.
- (h) medical inability to perform essential functions of the job, even with requested reasonable accommodation.

Section 8.3 Transfer Outside Bargaining Unit Seniority shall be terminated when an employee is transferred to a position outside the bargaining unit after serving in such position for 6 months.

Section 8.4 Completion of Probationary Status Upon completion of the probationary status defined in Section 1.5 of this Agreement, an employee shall be given seniority credit retroactive to the date of most recent hire.

Section 8.5 Seniority List An up-to-date seniority list for all employees in the bargaining unit shall be posted on the bulletin board and a copy shall be provided to the Steward.

## ***ARTICLE 9 - JOB POSTING AND BIDDING***

Section 9.1 Posting Whenever a vacancy occurs in a bargaining unit job which Employer determines

to fill or a new bargaining unit job classification is created, the job will be posted for bidding on the bulletin board for a period of 10 calendar days and a copy of the posting will be provided to the Steward. The posting shall briefly describe the job requirements and rate of pay.

Section 9.2 Bidding Regular full-time employees may bid on the posted job during the posting period. Bids shall be submitted to the Human Resources Coordinator in writing. The Steward may timely submit a bid on behalf of any active employee absent from work during the posting period.

Section 9.3 Filling the Posted Job The job shall be awarded to a bidding employee who has the skill, ability and physical fitness 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 bidders but none is qualified, or if there are no bidders, Employer may offer the job to a qualified employee who did not bid, or may hire a new employee qualified to perform the job.

Section 9.4 Trial Period The employee filling a posted job shall ~~be given up to 10 work days to~~ complete a trial period of at least ninety (90) days but not more than one hundred twenty (120) days in order to become oriented to the job and confirm Employer's determination that he or she has the skill, ability and physical fitness to perform the work, and shall be returned to his prior job if he or she fails to so qualify.

Section 9.5 Limitation on Bidding An employee awarded a posted job, or who declines a posted job award after bidding, shall not be entitled to bid again on a posted job for a period of one year, unless waived by the employer.

Section 9.6 Determination of Qualifications Final determination of any employee's skill, ability and physical fitness to perform work shall be made by Employer, provided that any dispute over such determination shall be subject to resolution pursuant to the grievance and arbitration provisions of Article 6 of this Agreement.

## ***ARTICLE 10 - LAYOFF AND RECALL***

Section 10.1 Divisions For purposes of this Article, Employer's operations shall consist of 2 divisions: Street and Cemetery. This Section shall not restrict Employer's right to assign employees to any other division.

Section 10.2 Layoff When in Employer's discretion, it becomes necessary to reduce the workforce of any division, employees shall be laid off as follows:

(a) Short-term employees and then employees in probationary status shall be laid off first;

(b) If further reductions are necessary, regular part-time employees in the affected division shall be laid off, in inverse order of seniority, provided the employees remaining in the affected division have the skill, ability and physical fitness to perform the available work;

(c) If further reductions are necessary, regular full-time employees in the affected division shall be laid off, in inverse order of seniority, provided the employees remaining in the affected division have the skill, ability and physical fitness to perform the available work;

(d) Any regular full-time employee laid off from a job in one division may exercise seniority to displace a junior employee in the same division or, if such displacement is not available, in another division, provided the employee exercising that right currently possesses the skill, ability and physical fitness to perform the work of the employee to be displaced.

Section 10.3 Recall When, in Employer's discretion, it becomes necessary to increase the workforce of any division at a time when employees are on layoff from their regular jobs in that division, such employees shall be recalled in seniority order as follows:

(a) If at the time of recall the employee is employed by Employer in another job, the employee may elect recall or remain in the job in which employed, provided such election is made within 24 hours of being offered recall. If the employee elects to remain in the job in which employed, the employee shall not thereafter be subject to recall from the preceding layoff. Failure to make a timely election shall be treated as an election to remain in the job in which employed;

(b) If at the time of recall the employee is unemployed by Employer and has seniority, the employee shall be given notice of recall in person or by certified mail, return receipt requested, sent to the employee's last address shown on the records of the City ~~Clerk~~ HR Department. It is the responsibility of each employee eligible for such recall to notify the City ~~Clerk~~ HR Department of his or her current address. The employee shall have 7 calendar days from the date of such notice to accept recall and report to work. Employer may require the employee to pass a physical examination, conducted at Employer's expense by an Employer-designated doctor, as a prerequisite to returning to work.

(c) Workforce increases not filled by recall pursuant to this Article shall be filled by the procedures set forth in Article 9 of this Agreement.

Section 10.4 Notice of Layoff Employer shall give the Steward and affected employees notice of layoff not less than 14 calendar days prior to the effective date thereof, unless unusual circumstances prevent the giving of such notice.

Section 10.5 Determination of Qualifications Final determination of an employee's skill, ability and physical fitness to perform work shall be made by Employer, provided that any dispute over such determination shall be subject to resolution pursuant to the grievance and arbitration procedures of Article 6 of this Agreement.

Section 10.6 Alternatives to Layoff Nothing in this Article 10 shall prevent the Union and Employer from meeting and mutually agreeing to an alternative that would avoid the need for a layoff.

## ***ARTICLE 11 - PAID LEAVE OF ABSENCE***

Section 11.1 Jury Duty An employee called for jury duty shall be paid the difference between the amount received for each day's jury service and his or her straight time hourly rate for scheduled hours, not to exceed 8 hours per day or 40 hours per week. The employee shall notify the Superintendent of Streets as soon as possible after receiving a jury summons, and shall receive payment by Employer after presenting evidence of the days of jury service and the amount received.

Section 11.2 Military Leave An employee who is a member of a reserve military force of the United

States or the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois shall be granted a paid leave of absence during the period of such activity not to exceed 2 calendar weeks in any calendar year. Pay shall be the straight-time compensation that would have been received by the employee from Employer for scheduled hours during the two (2) week period, not to exceed eight (8) hours per day or forty (40) hours per week. The employee shall turn over to Employer his or her military pay for the two (2) week period. Federal law may require an extension of such leave under unusual circumstances, and such extension shall be granted without pay.

Section 11.3 Bereavement Leave When there is a death in an employee's immediate family, the employee shall be granted up to 3 working days off with pay during the period commencing on the date of death and ending on the day of funeral. Pay shall be the employee's straight time hourly rate for scheduled hours lost due to arranging or attending the funeral, not to exceed 8 hours per day. To receive pay, the employee must have attended the funeral. For purposes of this Section 11.3, immediate family means the employee's spouse, child or stepchild, parent or step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, or any relative who at the time of death resided in the employee's household.

Unpaid time off may be granted upon reasonable request for an employee to attend the funeral of a relative outside the immediate family. An employee may be granted up to 4 hours with pay for work time lost serving as pallbearer on the day of the funeral of a non-relative.

Section 11.4 Voting Leave ~~An employee whose work schedule conflicts with polling place hours (6:00 a.m. to 7:00 p.m.) shall be granted up to 2 hours off with pay to vote in any federal, state or local general election.~~ Employees wishing to vote in any primary election, general election or in relation to any public ballot are expected to do so prior to or subsequent to their normal working hours. Time off to vote may be done at the discretion of the Department head or supervisor if an employee's work schedule precludes him or her from voting.

Section 11.5 Falsification False statements made to secure or support a leave, or any extension thereof, may result in discharge.

## ***ARTICLE 12 - UNPAID LEAVES OF ABSENCE***

Section 12.1 General An unpaid leave of absence may be granted to a requesting employee who has at least 1 year of seniority. Such leave shall not exceed 6 consecutive months unless extended for up to an additional 6 consecutive months upon Employer's determination that special circumstances justify an extension. Seniority shall accumulate during the period of leave.

Section 12.2 Leave in Excess of Two Weeks Except as is otherwise provided in Section 12.4 of this Article, an employee granted unpaid leave of more than 2 consecutive weeks shall not be entitled to any pay or benefits from Employer during the period of leave, but may continue to participate in Employer's group insurance plan by timely payment of the applicable monthly premium; vacation and sick leave benefits accrued prior to the leave shall be granted after the employee returns to work.

Section 12.3 Reinstatement At the expiration of any leave of 30 calendar days or less, the employee shall be reinstated to his or her job and rate of pay. Except as is otherwise provided in Sections 12.4 and 12.5 of this Article, if the leave exceeds 30 calendar days, the employee is not guaranteed

reinstatement to his or her job, and may be permanently replaced at Employer's discretion; however, at the expiration of such leave, Employer shall attempt to reinstate the employee to his or her job or one that is similar, if possible, depending on the employee's qualifications and job availability. Employer may require the employee to pass a physical examination, conducted at Employer's expense by an Employer-designated doctor, as a prerequisite to reinstatement.

#### Section 12.4 FMLA

Both parties agree to follow the Family and Medical Leave Act with applicable law and policy in effect at time of execution.

Section 12.5 Military Leave An employee who enlists into full-time active military service of the United States shall have such re-employment rights as are provided for under applicable federal law in effect at the time.

Section 12.6 Falsification False statements made to secure or support a leave, or any extension thereof, may result in discharge.

### ***ARTICLE 13 - SICK LEAVE***

Section 13.1 Sick Leave A regular full-time employee may accumulate sick leave up to ~~58.597.5~~ hours per year at a rate of ~~two and one-quarter (2.25)~~ three and three-quarters (3.75) hours per pay period. An eligible employee who has completed the probationary period shall be entitled to paid sick leave for an injury or illness which prevents the employee from working, and with respect to which the employee is not entitled to compensation under Workers Compensation/Occupational Insurance Benefits. An employee may accumulate unused sick leave up to a maximum of ~~1040-1768~~ hours. Paid sick leave hours used by an employee shall be subtracted from the employees accumulated total. An employee will not be paid for unused sick leave upon termination of employment. During employee's use of sick leave, the employee shall continue to accrue benefits.

Section 13.2 Sick leave may be used for the purpose of permitting an employee to be relieved of his/her duties during the critical illness of a spouse or child. Critical illness means an illness or injury requiring hospitalization and reasonable recovery time at home following a hospital stay. Additionally, sick leave may be used for Doctor's appointments for an employee, spouse, or child. Doctor's appointments can be for wellness care, illness, or injury.

Section 13.3 Effective May 1, 1998, an employee shall not be vested in and thus shall not be paid any amount for accrued paid sick leave at the time the employment relationship is ended for any reason.

Section 13.4 Sick Leave Incentive An employee that uses less than 3 days sick leave, based on his or her regularly scheduled day (8 or 10-hour day) for a period of 1 year, shall receive an incentive award at his or her anniversary date based on the following schedule:

- A. Zero (0) days used - \$350
- B. One (1) day used - \$250
- C. Two (2) days used - \$150

An employee using more than two (2) days during the 12 months immediately prior to his/her anniversary date is ineligible for a sick leave incentive award.

An employee shall be able to use up to 8 hours of sick leave, in 2 hour increments, for wellness care

for himself or immediate family without affecting his sick leave incentive award. Employee may be required to provide a Doctor's Note or proof of appointment to have sick leave time count toward wellness care.

Section 13.5 FMLA In keeping with the provisions of Section 12.4 above, employees shall be required to use their accrued sick time and other paid leave in substitution for an otherwise unpaid FMLA leave. The use of such paid leave time for FMLA purposes shall otherwise be subject to the terms and conditions set forth in Section 12.4 above.

#### ***ARTICLE 14 - NON - DISCRIMINATION***

Section 14.1 Practices and Policies The parties agree that in their respective practices and policies, and with regard application of any provisions of this Agreement, they shall comply with applicable and valid state and federal laws regarding non-discrimination and equal employment opportunity including the ADA which may require the Employer to implement a reasonable accommodation otherwise inconsistent herewith.

Section 14.2 Union Activity Neither the Union nor Employer shall discriminate against any employee as a result of an employee's choice to engage in protected concerted activity, including membership or other proper activity on behalf of the Union, or to refrain from engaging in such activity.

Section 14.3 Alleged Violations Alleged violations of this Article shall not be subject to resolution under Article 6 of this Agreement.

Section 14.4 Nepotism Policy No employee shall hold a position where the employee supervises, checks, or audits the work of another employee within the employee's immediate family, nor shall an employee hold a position where the employee's work is checked or audited by a member of the employee's immediate family. However, if an established employee is inconsistent with this language in their current job assignment, which has been historically allowed by the City, they shall be "grandfathered" (i.e. excluded) from this language. The City shall seek reasonable accommodation of existing relationships which are currently inconsistent with the Section by alternative reporting for purposes of supervision or audit, provided qualified alternatives are available.

#### ***ARTICLE 15 - DISCIPLINE***

Section 15.1 Progression No employee covered by this Agreement shall be disciplined without just cause. Employer agrees to utilize progressive discipline as follows:

- a. Oral warning confirmed in writing
- b. Written reprimand
- c. Suspension without pay
- d. Discharge

However, employer may impose more severe discipline commensurate with the severity of the offense, up to and including immediate discharge. Employer shall, upon request, provide an employee with a copy of any oral warning confirmed in writing or written reprimand issued to the employee.

Section 15.2 Investigation Discipline shall be imposed as soon as practicable after Employer learns

of the occurrence giving rise to the need for disciplinary action and has a reasonable opportunity to investigate the facts, and may include suspension without pay pending completion of Employer's investigation.

Section 15.3 Sequence An oral warning and a written reprimand shall remain in the sequence of progressive discipline for a twelve (12)-month period from the date thereof. A suspension shall remain in such sequence for a twenty-four (24)-month period from the beginning of the suspension. Disciplinary action shall remain in an employee's file for background purposes.

Section 15.4 Representation When Employer intends to conduct an investigatory interview of an employee where the results of the interview could result in disciplinary action, the employee has the right to request or waive representation at such interview from the Steward.

Section 15.5 Review and Appeal Review and appeal of disciplinary matters shall be exclusively through Article 6 of this Agreement.

## ***ARTICLE 16 - SAFETY***

Section 16.1 Working Conditions, Equipment and Machinery Employer shall reasonably provide safe working conditions for the employees covered by this Agreement. Equipment and machinery provided by Employer shall be in good working order.

Section 16.2 Rules, Regulations, Practices and Safeguards The employees will follow all reasonable safety rules, regulations and practices established by Employer, and will use all safeguards furnished or required by Employer. Employees will report to the Superintendent of Streets any condition that appears to be unsafe, and may suggest improved safety practices to the Superintendent of Streets.

Section 16.3 Extreme Inclement Weather Employer will not require employees covered by this Agreement to work unprotected out of doors continuously during extreme inclement weather unless such work is necessary to protect life or property or to provide essential services for the City of Rochelle. Employees not required to work under this Section may be assigned to other available work or relieved from duty without pay.

## ***ARTICLE 17 - UNIT WORK***

Section 17.1 Definition "Unit work" means work of the type customarily assigned to regular full-time employees.

Section 17.2 Supervisors Supervisors and/or other management personnel of Employer may perform unit work (1) in case of emergency situations (as defined herein) and/or a weather emergency, (2) to instruct, train or assist an employee; (3) to test or demonstrate new or existing equipment, methods or processes; or (4) whenever an employee qualified to perform the work is unavailable. For purposes of this Section 17.2, an "emergency situation" shall include emergency situations as such may be listed by the Federal Emergency Management Agency (as that list may be amended from time-to-time) including the following: earthquakes; extreme heat; fires; floods; hurricanes; thunderstorms; wind storms; tornadoes; wildfires; winter storms and/or extreme cold; and man-made disasters.

Section 17.3 Contractors Employer may contract out unit work if it does not cause the layoff or part-timing of any regular full-time employee.

## ARTICLE 18 - HOLIDAYS

Section 18.1 Holidays The following days shall be observed as holidays:

|                  |                            |
|------------------|----------------------------|
| New Year's Day   | Veterans' Day              |
| Good Friday      | Thanksgiving Day           |
| Memorial Day     | Day after Thanksgiving Day |
| Independence Day | Christmas Eve Day          |
| Labor Day        | Christmas Day              |
| Columbus Day     | New Year's Eve Day         |

Section 18.2 Eligibility An eligible regular full-time employee shall receive 8 hours pay at his regular hourly wage rate in effect on the holiday. To be eligible, the employee must have worked the last regularly scheduled workday before and the first regularly scheduled workday after the holiday or have been on an approved leave. However, an employee scheduled to work on a holiday who fails to report shall not be eligible for pay for the holiday.

Section 18.3 Work on a Holiday An employee who works on an observed holiday shall receive one and one-half times the employee's regular rate of pay for all hours worked on that holiday plus (8) hours holiday pay at the employee's regular rate of pay. ~~For all hours worked in excess of eight (8) hours on the day observed as a holiday, the employee will be paid one and one-half (1 1/2) times the employee's straight time rate of pay in addition to the employee's straight time rate of pay.~~

Section 18.4 Observance When a holiday falls on a Saturday, it will be observed on the preceding Friday. When Christmas Eve Day and New Year's Eve Day fall on a Friday, they shall be observed on the preceding Thursday. When a holiday falls on a Sunday, it will be observed on the following Monday, except that when Christmas Eve Day and New Year's Eve Day fall on a Sunday, they will be observed on the following Monday and Christmas Day and New Year's Day will be observed on Tuesday.

Section 18.5 Holiday During Vacation Period When a holiday falls within an employee's previously scheduled vacation, the employee if otherwise eligible may, with prior approval of Employer, extend the vacation an additional day or select an additional day of vacation to be scheduled later by agreement with Employer.

## ARTICLE 19 - VACATIONS

Section 19.1 Eligibility Vacation with pay shall be granted to each regular full-time employee with one year or more of New hires shall be granted 40 hours vacation time upon hiring. All other employees will be provided vacation time on their anniversary date in accordance with Section 19.3 below provided the employee active service who has worked at least 1040 straight-time hours during the previous anniversary year of employment (based on most recent hire date).

Section 19.2 Accumulation and Use of Vacation. Except as herein otherwise provided vacation must be taken during the twelve (12) month period following the date of accrual. An employee may accumulate and carry over an aggregate maximum of ten (10) days of unused vacation from one

anniversary year to the next. If an employee has excessive unused accrued vacation remaining in the thirty (30) days preceding the employee's next date of accrual the Employer, in its discretion, may require the employee to take the vacation during that thirty (30) day period or require the employee to forfeit the vacation and to then receive vacation pay. An employee will not accumulate vacation during any leave of absence exceeding fifteen (15) days duration.

Notwithstanding the above, ~~upon completion of the probationary period in Section 1.5,~~ a regular full time employee shall be entitled to take ~~one (1) day up to 40 hours~~ of said employee's first year's ~~scheduled~~ vacation allotment and shall be entitled to ~~the balance additional vacation time in accordance with Section 19.3 of that first year's vacation~~ on said employee's anniversary date.

Section 19.3 Vacation Table The vacation table is as follows:

| <u>Service</u>                    | <u>Vacation</u>  | <u>Vacation Pay</u> |
|-----------------------------------|------------------|---------------------|
| <u>After 1 year</u>               | <u>6 days</u>    | <u>48 hours</u>     |
| <u>After 2 years</u>              | <u>12 days</u>   | <u>96 hours</u>     |
| <u>After 8 years</u>              | <u>17 days</u>   | <u>136 hours</u>    |
| <u>After 12 years</u>             | <u>19 days</u>   | <u>152 hours</u>    |
| <u>After 16 years</u>             | <u>22 days</u>   | <u>176 hours</u>    |
| <u>After 19 years</u>             | <u>24 days</u>   | <u>192 hours</u>    |
| <u>After 24 years</u>             | <u>27 days</u>   | <u>216 hours</u>    |
| <u>Start of Employment*</u>       | <u>40 hours</u>  |                     |
| <u>After 1 year of employment</u> | <u>80 hours</u>  |                     |
| <u>After 2 years</u>              | <u>96 hours</u>  |                     |
| <u>After 5 years</u>              | <u>120 hours</u> |                     |
| <u>After 10 years</u>             | <u>160 hours</u> |                     |
| <u>After 15 years</u>             | <u>200 hours</u> |                     |
| <u>After 20 years</u>             | <u>216 hours</u> |                     |
| <u>After 25 years</u>             | <u>240 hours</u> |                     |

\*If an employee terminates employment with in the first year, the amount of used unearned vacation leave will be reimbursed to the City. This amount would be calculated as months worked (beginning with start date) times 1/12<sup>th</sup> of year's vacation allotment.

Section 19.4 Vacation Pay Vacation pay shall be based on the employee's regular hourly wage rate in effect at the time the vacation is taken.

Section 19.5 Scheduling An employee shall be expected to take his/her full vacation in the year following the anniversary date on which it accrues. Not less than eight hours or not more than 15 working days vacation leave may be taken consecutively except up to 2 days of such vacation may be taken in increments of 2 or more consecutive hours upon as much advance notice to Employer as is possible in the circumstances. Except in case of emergency, employees are expected to request vacation as far in advance as possible but at least 2 weeks in advance of the beginning date of the proposed vacation. The Superintendent of Streets shall schedule vacation giving due consideration to the request of employees in the order of their seniority and so as to cause minimal disruption to the work of each division. The Superintendent of Streets may deny a request if he determines the employee's absence would disrupt operations. In the event of a scheduling conflict, preference for vacation shall be determined by the seniority of employees within each division. Unless approved in advance by Employer, not more than one employee in the Street Department division assigned to seal coating (road maintenance) may schedule a vacation during any of the weeks such work is scheduled.

Section 19.6 Termination Upon termination of employment, an eligible employee will be paid for any vacation earned during the previous anniversary year but not yet taken and not waived. If on the date of termination such employee has worked at least 1040 hours during the current anniversary year, the employee also will be paid 1/12 of vacation for each month worked during the current anniversary year. Fifteen or more days worked during the final month of employment will be credited as a month worked; less than 15 days worked shall result in no credit for that month.

Section 19.7 Personal Day The Employer agrees to ~~one (1)~~ two (2) personal days per contract year that may be used in no less than 2 hour increments. The eligible employee may be granted and not unreasonably be denied a request to use a personal day provided the employee submits a request to the Superintendent of Streets at least 24 hours notice in advance for approval. Personal days that are not used during a contract year are lost and shall not be carried over to the following year.

Section 19.8 Compensatory Time Employees may accumulate compensatory (comp) time in lieu of overtime. Hours worked at time and one half shall accumulate at a rate of 1.5 hours of comp time per hour worked. Hours worked at the double-time rate shall accumulate at 2 hours of comp time per hour worked. Comp time may be accumulated up to a maximum of ~~sixteen (16)~~ twenty-four (24) hours used per calendar year. Any remaining hours of compensatory time not used prior to December 31 of each year shall be paid out the first whole pay period after January 1 of each year at the rate at which it was earned.

Requests to take comp time off shall normally be made to the Superintendent of streets five days prior to date desired. However, at the discretion of the Superintendent compensatory time may be used with less than 5 days' notice. The Superintendent's decision to approve or deny requests for compensatory time off shall be reasonable and final.

## **ARTICLE 20 - GROUP INSURANCE**

Section 20.1 Group Insurance Benefit Subject to the provisions of this Article, Employer shall provide health insurance coverage for each regular full-time employee (and where properly elected by the employee, for the employee's dependents) beginning the first of the month following the first 30 days of continuous employment.

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- <del>15</del> 20 | 01-01- <del>16</del> 21 | 01-01- <del>17</del> 22 | <del>01-01-18</del> | <del>01-01-19</del> |
| Employee Only  | 15%                     | 15%                     | <del>15%</del> 16%      | <del>15%</del>      | <del>15%</del>      |
| Family*        | <del>15</del> 18%       | <del>15%</del> 18%      | <del>15%</del> 19%      | <del>18%</del>      | <del>18%</del>      |

[\* "Family" is defined as "Employee plus Eligible Dependents"]

The following percentages of total premium costs to be shared by the Employee will be in effect for any new employee covered by the collective bargaining agreement hired after May 1, 2019.

|                |          |         |         |         |
|----------------|----------|---------|---------|---------|
| Coverage Level | 05-01-19 | 1-01-20 | 1-01-21 | 1-01-22 |
| Employee Only: | 17%      | 18%     | 20%     | 20%     |

Family:                      20%                      21%                      25%                      25%

The employee's portion of the premium for dependent coverage shall be paid either:

(a) if the employee is on the active payroll by withholding the appropriate amount from the employee's pay check, in equal installments; or

(b) if the employee is not on the active payroll by prepayment of the appropriate amount by the employee no later than the 15th day of the month preceding the month for which such coverage is provided.

Except as otherwise specifically provided in this Agreement or by law, Employer's obligation to pay any premium and provide coverage shall terminate at the end of any month in which an employee ceases active employment.

Section 20.2 Benefit Change Health insurance coverage shall be the same for employees covered by this Agreement as it is for the other employees of the City of Rochelle. Employer shall provide Union written notice of any change in coverage or carrier and the reason(s) therefore at least thirty (30) days prior to the implementation of such change(s).

The Employer may offer, on a voluntary basis, alternate health care coverage. Employees may change their coverage in accordance with the City of Rochelle's Summary Plan Description(s) for the coverage(s).

The Employer shall form a city wide Health Plan Committee that shall include at least one employee from each bargaining unit and from each non-bargaining unit. The bargaining unit employee shall be appointed by the Union. The committee shall be advisory in nature and will work with the Employer in developing cost containment strategies for health insurance. The Employer shall provide the Chief Steward and the Union a copy of the insurance plan's financial status.

Section 20.3 Limitation on Liability Employer shall be relieved of any liability to any employee or beneficiary other than to maintain its portion of premium payments as above specified for the duration of this Agreement. The failure of the insurance carrier to provide any of the benefits for which it has contracted shall result in no liability of Employer and shall not be considered a breach by Employer of any of the obligations under law or this Agreement. However, nothing herein contained shall be construed to relieve the carrier from any liability which it may have to Employer or to any employee or beneficiary.

Section 20.4 Life Insurance Employer shall provide each regular full-time employee with a life insurance benefit in the amount of \$20,000 at no cost to the employee.

## ***ARTICLE 21 - RETIREMENT***

Section 21.1 IMRF The retirement program for employees shall be the Illinois Municipal Retirement Fund, 40 ILCS 5/7-101 et seq.

## ***ARTICLE 22 - HOURS OF WORK AND OVERTIME***

Section 22.1 Normal Work Day/Work Week The normal work day shall be 8 hours (7:00 a.m. to 3:30

p.m.) exclusive of a one-half hour lunch period, except that:

(a) 1 day of each work week, normally Friday, unless it is an observed holiday, and when weather conditions permit, the normal work day shall be 8 hours, commencing as early as 2:00 A.M. inclusive of a paid lunch period to be taken on the run, for the employee assigned to street sweeping on that day.

(b) Subject to Employer's right to modify and expand the schedule, except as provided in (a) above, Employer should provide at least four calendar days notice of a scheduling change for an additional non-emergency related street sweeping.

(c) Subject to the "no-pyramiding" provisions of this agreement, all hours that the Employer requires an employee to work outside of his/her normal work day (unless the normal work day has been modified and/or expanded by the Employer in keeping with the other provisions of this Agreement) shall be paid at time and one-half the involved employee's regular straight-time hourly rate of pay. The above provisions notwithstanding, nothing in this Section 22.1.c shall entitle an employee to such premium pay if the employee's work outside of his/her normal work day is for reasons attributable to the involved employee and/or does not otherwise result from the Employer's specific direction to the employee to work outside of his/her normally-scheduled work day.

Section 22.2 Overtime Time and one-half an employee's regular hourly wage rate shall be paid for all hours worked by an employee over 8 in a day or over 40 in a week. There shall be no pyramiding of overtime. Hours paid but not worked for a holiday or vacation shall count as hours worked under this Section. Employer retains the right to require employees to work overtime, but no employee shall work overtime without Employer's prior approval. All hours worked on Sunday shall be paid at double the straight time hourly rate.

Employees who have worked 16 consecutive hours 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 given the option to cover his/her remaining work schedule with vacation leave or take it off as unpaid leave.

Section 22.3 Rest Periods Employees will be permitted two paid 20-minute rest periods during each normal work day, the first at approximately the mid-point of the first 4 hours of work, and the second at approximately the mid-point of the last 4 hours of work. Employees are expected to take their rest periods so as not to interrupt unnecessarily the provision of services to the City of Rochelle. An employee who elects to take a rest period away from his work location must depart from and return to his work location within the allotted 20-minute period.

Section 22.4 Standby An employee assigned to stand by (on a weekly or daily basis) shall receive the following pay:

Pager Standby pay as of 5/1/2019 will be \$39.40/day, Monday-Friday, \$45.00/day, Weekends and Holidays

Pager Standby pay as of 1/1/2021 will be \$41.00/day, Monday-Friday, \$46.00/day, Weekends and Holidays

Pager Standby pay as of 1/1/2022 will be \$42.00/day, Monday-Friday, \$47.00/day, Weekends and Holidays

Section 22.5 Non-Standby Call Outs An employee not on standby called out to work outside of his normal work day or normal work week shall receive a minimum of 2 hours' pay at the applicable rate for such call-out. An employee may be assigned to work scheduled overtime upon twenty-four (24) hours notice by the Superintendent of Streets. Said overtime is not subject to call-out pay.

Section 22.6 Call-Out Assignments An employee called out under Section 22.5 or 22.6 above may be assigned work to fill out the period for which minimum pay is received.

### ***ARTICLE 23 - WAGES***

#### **Section 23.1 Wages**

- (a) Wages shall be computed on the hourly rates shown on Exhibit A.
- (b) New employees hired on or after May 1, 2003 shall be paid the lowest hourly rate for his/her job classification shown on Exhibit A.

### ***ARTICLE 24 - SAVINGS CLAUSE***

Section 24.1 Separability If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by existing or subsequently enacted Federal or State legislation, or by Executive Order or final action of any Federal or State board or agency, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for any provision or application thereof rendered or declared unlawful, invalid, or unenforceable.

Section 24.2 Meals An employee who is required to work emergency hours shall after five (5) hours of continuous work be provided a 20 minute meal period and be eligible for a meal ~~at~~ at the Employer's cost which shall not exceed \$10.00.

Section 24.3 Tools Employer will furnish all necessary tools required by the City and replace tools when broken or worn out as a result of an employees work effort.

Section 24.4 Damage to Personal Tools Employees whose personal tools are damaged while performing work duties shall report the damage immediately to the Foreman or Superintendent of Streets. A statement as to the cost of repairs shall be submitted to the Superintendent of Streets along with the Foreman's recommendation for payment. Employees are to exercise prudent judgment regarding use of personal tools in the work place.

### ***ARTICLE 25 - COMPLETE AGREEMENT***

Section 25.1 Acknowledgment and Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or manner not removed by law form the area of collective bargaining, and that each party did make proposals to and demands upon the other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party herein agrees that it has withdrawn all proposals and

demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by this Agreement in whole or in part, and that such withdrawal is as much a consideration for the Agreement as is the incorporation herein of matters agreed upon. Therefore, the Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any change in any subject or referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to other subjects or matters of any kind or nature whatsoever, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 25.2 Amendment or Modification This Agreement may, by mutual agreement, be amended or modified from time to time in writing, and such amendment or modification shall become a part of this Agreement when attached to this Agreement and signed by the respective parties; provided, however, that neither party shall be required to bargain collectively over or agree to any proposal of the other concerning any such amendment or modification.

**ARTICLE 26 - DURATION AND TERMINATION**

Section 26.1 Term and Notice This Agreement supersedes and replaces all previous agreements, and shall remain in full force and effect until midnight of April 30, 20~~19~~<sup>22</sup> and shall automatically continue in full force and effect from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other in writing by registered mail post-marked at least ninety (90) days and no more than one hundred twenty (120) days prior to the aforesaid termination date or automatically continued termination date. If such notice is given, the Agreement shall terminate as of April 30, 20~~19~~<sup>22</sup>.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, ~~2014~~<sup>2019</sup>.

CITY OF ROCHELLE

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 196

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Business Manager

**EXHIBIT A  
WAGE SCHEDULE**

| <b>Effective 5/01/14</b> |                 |             |              |              |              | 3% |
|--------------------------|-----------------|-------------|--------------|--------------|--------------|----|
| <b>Months</b>            | <b>0-6 mos.</b> | <b>7-18</b> | <b>19-30</b> | <b>31-42</b> | <b>43-54</b> |    |
| Minor Maintenance        | 18.95           | 20.14       | 21.3         | 22.41        | 23.62        |    |
| Operator                 | 23.7            | 25.17       | 26.63        | 28.02        | 29.51        |    |
| Lead Person              |                 |             |              |              | 30.51        |    |
| Foreman                  |                 |             |              |              | 32.51        |    |

| <b>Effective 5/01/15</b> |                 |             |              |              |              | 3% |
|--------------------------|-----------------|-------------|--------------|--------------|--------------|----|
| <b>Months</b>            | <b>0-6 mos.</b> | <b>7-18</b> | <b>19-30</b> | <b>31-42</b> | <b>43-54</b> |    |
| Minor Maintenance        | 19.52           | 20.74       | 21.94        | 23.08        | 24.33        |    |
| Operator                 | 24.41           | 25.93       | 27.43        | 28.86        | 30.40        |    |
| Lead Person              |                 |             |              |              | 31.40        |    |
| Foreman                  |                 |             |              |              | 33.40        |    |

| <b>Effective 5/01/16</b> |                 |             |              |              |              | 3.25% |
|--------------------------|-----------------|-------------|--------------|--------------|--------------|-------|
| <b>Months</b>            | <b>0-6 mos.</b> | <b>7-18</b> | <b>19-30</b> | <b>31-42</b> | <b>43-54</b> |       |
| Minor Maintenance        | 20.15           | 21.41       | 22.65        | 23.83        | 25.12        |       |
| Operator                 | 25.20           | 26.77       | 28.32        | 29.80        | 31.38        |       |
| Lead Person              |                 |             |              |              | 32.38        |       |
| Foreman                  |                 |             |              |              | 34.38        |       |

| <b>Effective 5/01/17</b> |                 |             |              |              |              | 3.25% |
|--------------------------|-----------------|-------------|--------------|--------------|--------------|-------|
| <b>Months</b>            | <b>0-6 mos.</b> | <b>7-18</b> | <b>19-30</b> | <b>31-42</b> | <b>43-54</b> |       |
| Minor Maintenance        | 20.8            | 22.11       | 23.39        | 24.6         | 25.93        |       |
| Operator                 | 26.02           | 27.64       | 29.24        | 30.77        | 32.4         |       |
| Lead Person              |                 |             |              |              | 33.4         |       |
| Foreman                  |                 |             |              |              | 35.4         |       |

| <b>Effective 5/01/18</b> |                 |             |              |              |              | 3.25% |
|--------------------------|-----------------|-------------|--------------|--------------|--------------|-------|
| <b>Months</b>            | <b>0-6 mos.</b> | <b>7-18</b> | <b>19-30</b> | <b>31-42</b> | <b>43-54</b> |       |
| Minor Maintenance        | 21.48           | 22.83       | 24.15        | 25.4         | 26.77        |       |
| Operator                 | 26.87           | 28.54       | 30.19        | 31.77        | 33.45        |       |
| Lead Person              |                 |             |              |              | 34.45        |       |
| Foreman                  |                 |             |              |              | 36.45        |       |

\* ~~Operator/Mechanic: additional \$.25 per hour when working as mechanic.~~

\*\* ~~Lead Person: 0-6 months in class \$.50 per hour above Top Operator rate.  
Over 6 months in class \$1.00 per hour above Top Operator rate.~~

\*\*\* ~~Foreman: 0-6 months in class \$1.50 per hour above Top Operator rate.  
Over 6 months in class \$3.00 per hour above Top Operator rate.~~

**EXHIBIT A**  
**WAGE SCHEDULE**

**Effective 5/01/19      2.25%**

| Months | 6 mos. | 1yr | 2yr | 3yr | 4yr |
|--------|--------|-----|-----|-----|-----|
|--------|--------|-----|-----|-----|-----|

|                     |  |  |  |  |       |
|---------------------|--|--|--|--|-------|
| Grounds Maintenance |  |  |  |  |       |
| Minor Maintenance   |  |  |  |  | 28.39 |
| Operator            |  |  |  |  | 34.20 |
| Mechanic            |  |  |  |  | 34.95 |
| Lead Person         |  |  |  |  | 35.20 |
| Foreman             |  |  |  |  | 37.20 |

**Effective 1/01/20      2.25%**

| Months | 6 mos. | 1yr | 2yr | 3yr | 4yr |
|--------|--------|-----|-----|-----|-----|
|--------|--------|-----|-----|-----|-----|

|                     |  |  |  |  |       |
|---------------------|--|--|--|--|-------|
| Grounds Maintenance |  |  |  |  |       |
| Minor Maintenance   |  |  |  |  | 29.97 |
| Operator            |  |  |  |  | 34.97 |
| Mechanic            |  |  |  |  | 35.72 |
| Lead Person         |  |  |  |  | 35.97 |
| Foreman             |  |  |  |  | 37.97 |

**Effective 1/01/21      2.75%**

| Months | 6 mos. | 1yr | 2yr | 3yr | 4yr |
|--------|--------|-----|-----|-----|-----|
|--------|--------|-----|-----|-----|-----|

|                     |  |  |  |  |       |
|---------------------|--|--|--|--|-------|
| Grounds Maintenance |  |  |  |  |       |
| Minor Maintenance   |  |  |  |  | 30.12 |
| Operator            |  |  |  |  | 35.93 |
| Mechanic            |  |  |  |  | 36.68 |
| Lead Person         |  |  |  |  | 36.93 |
| Foreman             |  |  |  |  | 38.93 |

**Effective 1/01/22      2.75%**

| Months | 6 mos. | 1yr | 2yr | 3yr | 4yr |
|--------|--------|-----|-----|-----|-----|
|--------|--------|-----|-----|-----|-----|

|                     |  |  |  |  |       |
|---------------------|--|--|--|--|-------|
| Grounds Maintenance |  |  |  |  | 26.92 |
| Minor Maintenance   |  |  |  |  | 31.92 |
| Operator            |  |  |  |  | 36.92 |
| Mechanic            |  |  |  |  | 37.67 |
| Lead Person         |  |  |  |  | 37.92 |
| Foreman             |  |  |  |  | 39.92 |

~~\*\* Lead Person: 0-6 months in class \$.50 per hour above Top Operator rate.  
Over 6 months in class \$1.00 per hour above Top Operator rate.~~

~~\*\*\* Foreman: 0-6 months in class \$1.50 per hour above Top Operator rate.  
Over 6 months in class \$3.00 per hour above Top Operator rate.~~

| <b>EFFECTIVE 5/1/2019</b> | <b>2.25%</b> | 1.0225 |        |        |        |        |  |  |
|---------------------------|--------------|--------|--------|--------|--------|--------|--|--|
|                           |              | 6 Mos. | 1 Year | 2 Year | 3 Year | 4 Year |  |  |
| <b>Job Title</b>          |              |        |        |        |        |        |  |  |
| Grounds/Maintenance       |              | 14.00  | 14.50  | 15.00  | 15.50  | 16.00  |  |  |
| Minor Maintenance         |              | 26.39  | 26.89  | 27.39  | 27.89  | 28.39  |  |  |
| Operator                  |              | 32.20  | 32.70  | 33.20  | 33.70  | 34.20  |  |  |
| Mechanic                  |              | 32.95  | 33.45  | 33.95  | 34.45  | 34.95  |  |  |
| Lead Person               |              | -      | -      | -      | -      | 35.20  |  |  |
| Foreman                   |              | -      | -      | -      | -      | 37.20  |  |  |
|                           |              |        |        |        |        |        |  |  |
|                           |              |        |        |        |        |        |  |  |
| <b>EFFECTIVE 1/1/2020</b> | <b>2.25%</b> | 1.0225 |        |        |        |        |  |  |
|                           |              | 6 Mos. | 1 Year | 2 Year | 3 Year | 4 Year |  |  |
| <b>Job Title</b>          |              |        |        |        |        |        |  |  |
| Grounds/Maintenance       |              | 17.50  | 18.00  | 18.50  | 19.00  | 19.50  |  |  |
| Minor Maintenance         |              | 27.97  | 28.47  | 28.97  | 29.47  | 29.97  |  |  |
| Operator                  |              | 32.97  | 33.47  | 33.97  | 34.47  | 34.97  |  |  |
| Mechanic                  |              | 33.72  | 34.22  | 34.72  | 35.22  | 35.72  |  |  |
| Lead Person               |              | -      | -      | -      | -      | 35.97  |  |  |
| Foreman                   |              | -      | -      | -      | -      | 37.97  |  |  |
|                           |              |        |        |        |        |        |  |  |
|                           |              |        |        |        |        |        |  |  |
| <b>EFFECTIVE 1/1/2021</b> | <b>2.75%</b> | 1.0275 |        |        |        |        |  |  |
|                           |              | 6 Mos. | 1 Year | 2 Year | 3 Year | 4 Year |  |  |
| <b>Job Title</b>          |              |        |        |        |        |        |  |  |
| Grounds/Maintenance       |              | 21.00  | 21.50  | 22.00  | 22.50  | 23.00  |  |  |
| Minor Maintenance         |              | 28.93  | 29.43  | 29.93  | 30.43  | 30.93  |  |  |
| Operator                  |              | 33.93  | 34.43  | 34.93  | 35.43  | 35.93  |  |  |
| Mechanic                  |              | 34.68  | 35.18  | 35.68  | 36.18  | 36.68  |  |  |
| Lead Person               |              | -      | -      | -      | -      | 36.93  |  |  |
| Foreman                   |              | -      | -      | -      | -      | 38.93  |  |  |
|                           |              |        |        |        |        |        |  |  |
|                           |              |        |        |        |        |        |  |  |
| <b>EFFECTIVE 1/1/2022</b> | <b>2.75%</b> | 1.0275 |        |        |        |        |  |  |
|                           |              | 6 Mos. | 1 Year | 2 Year | 3 Year | 4 Year |  |  |
| <b>Job Title</b>          |              |        |        |        |        |        |  |  |
| Grounds/Maintenance       |              | 24.92  | 25.42  | 25.92  | 26.42  | 26.92  |  |  |
| Minor Maintenance         |              | 29.92  | 30.42  | 30.92  | 31.42  | 31.92  |  |  |
| Operator                  |              | 34.92  | 35.42  | 35.92  | 36.42  | 36.92  |  |  |
| Mechanic                  |              | 35.67  | 36.17  | 36.67  | 37.17  | 37.67  |  |  |
| Lead Person               |              | -      | -      | -      | -      | 37.92  |  |  |
| Foreman                   |              | -      | -      | -      | -      | 39.92  |  |  |

**\*\* Lead Person: 0-6 months in class \$.50 per hour above Top Operator rate.**  
**Over 6 months in class \$1.00 per hour above Top Operator rate.**

**\*\*\* Foreman: 0-6 months in class \$1.50 per hour above Top Operator rate.**  
**Over 6 months in class \$3.00 per hour above Top Operator rate.**

**EXHIBIT B**

I hereby authorize and direct the City of Rochelle to deduct from my pay, an amount equal to the dues and initiation fees in the amounts fixed in accordance with the By-Laws of Local Union 196 and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that his authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the anniversary of this authorization. The payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Dept. \_\_\_\_\_

## ~~Exhibit C (New Exhibit)~~

### ~~Part-time Maintenance Staff for Koritz Field~~

~~This exhibit describes the agreement between the City of Rochelle Divisions of Street and Cemetery and the International Brotherhood of Electrical Workers Local 196 to recognize the Part Time Maintenance Staff for Rochelle Municipal Airport—Koritz Field.~~

- ~~1. Based on an equity adjustment and General Wage Increase, the Wage Schedule for this position shall be as follows:~~

| <del>5/1/2014</del> | <del>5/1/2015</del> | <del>5/1/2016</del> | <del>5/1/2017</del> | <del>5/1/2018</del> |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| <del>\$12.57</del>  | <del>\$12.94</del>  | <del>\$13.36</del>  | <del>\$13.80</del>  | <del>\$14.25</del>  |

- ~~2. The position will have bargaining unit duties and responsibilities to remove snow from airport runway, ramp, sidewalks, and taxi way surfaces and to maintain the airport facility and grounds. This position will work with other Street Department personnel in their duties at the airport. Maintenance Staff duties will also require them to operate all necessary equipment and tools to complete their duties as described.~~
- ~~3. The Airport Maintenance position may be assigned to additional non-bargaining unit duties of work related to the Line Staff job as directed by the supervisor. These non-bargaining unit jobs include but are not limited to customer service, moving planes, fueling planes, and other flight line duties. Job and duty assignments shall not be subject to the Grievance procedure.~~
- ~~4. The Airport Maintenance position will be allowed to work a flexible schedule, to be scheduled by the supervisor. They can work weekends for straight time but must be paid overtime after 40 hours of work. The 7-day work week will constitute Monday through Sunday. This part-time position is defined by section 1.4 of the CBA agreement.~~