

AGREEMENT

Between

CITY OF ROCHELLE

MUNICIPAL UTILITIES

And

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL 196

May 1, ~~2014-2019~~ through April 30, ~~2019~~2022

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## AGREEMENT

This Agreement is entered into between the City of Rochelle, Illinois (hereafter referred to as the "Employer"), and Local Union No. 196, International Brotherhood of Electrical Workers, AFL-CIO (hereafter referred to as the "Union") pursuant to Certification of Election by the Illinois State Labor Relations Board dated March 25, 1985.

## PREAMBLE

It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between Employer and Union; to promote efficiency and effectiveness; and to establish rates of pay, wages, hours, 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 the following pages for the specified term of this Agreement.

## ARTICLE 1 - RECOGNITION

**Section 1.1 Recognition of Union.** Pursuant to certification of the Illinois State Labor Relations Board in Case No. S-RC-11, 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 Act.

Scope of Unit: All full-time and regular part-time employees of the City of Rochelle, Illinois, employed in the following divisions: Water/Water Reclamation and Electric Operations Division; but excludes all clerical employees, supervisors, confidential employees, managerial employees as defined by the Act, and all other employees of the City of Rochelle.

For purposes of this Agreement, the two (2) divisions noted above are comprised of four (4) operating units, as follows: 1) Water/Water Reclamation division is comprised of the Wastewater and Water operating units; and 2) Electric Operations Division is comprised of the Generation Plant and Electric Distribution operating units. Where the term "operating unit" is used in this Agreement, that term refers to one (1) or more of the aforementioned operating units.

**Composition of Unit:** The Job Classifications are set out in Annex A.

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

**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 six (6) month probationary period.

**Section 1.4 Definition of Regular Part-Time Employees.** Those employees who are regularly scheduled to work not more than thirty-two (32) hours per week (1664 hours per calendar year) in an established job classification, and have completed a six (6) month probationary period, provided that such assignment shall not result in the loss of regular employment for regular employees, nor shall the employees so assigned affect the status of or impede the promotional opportunities of regular employees. All benefits unless stated as being for regular part-time employees are provided for regular full-time employees only.

**Section 1.5 Definition of Probationary Employees.** An employee who has never accrued seniority under this Agreement or predecessor agreements between Employer and the Union, or an employee rehired after termination of seniority shall be in "probationary" status until he has completed six (6) months of work. The discipline or

discharge of an employee who is in probationary status shall not be a violation of this Agreement nor shall the employee so affected have recourse to grievance procedures and arbitration.

**Section 1.6 Definition of Short-Term Employees.** Those employees who are employed for less than two (2) consecutive calendar quarters during the calendar year without a reasonable expectation of being rehired for the same service in a subsequent calendar year. This does not prohibit such employee from being rehired in a subsequent calendar year. Short-term employees shall not be members of the bargaining unit and thus shall not be covered by this Agreement. Use of short-term employees shall not result in the loss of regular employment for regular employees, nor shall the employees so assigned affect the status of or impede the promotional opportunities of regular employees.

**Section 1.7 Job Classification.** In the event any of the job titles listed in Appendix A are replaced or reclassified or are succeeded by new classifications, such replacement, reclassification, or successor positions shall become a part of this unit. Employer agrees to meet and negotiate with Union, if requested within 10 days after Chief Union Steward and Local 196 office receive new classification, as to the appropriate pay level to be assigned. If agreement cannot be reached after a reasonable period of negotiation, Union has recourse to Article 6, Grievance Procedure and Arbitration.

**Section 1.8 Continuation of Positions.** This Article is not meant to be nor is it to be considered a guarantee by Employer that any of the positions listed shall be maintained or filled by Employer.

**Section 1.9 Definition of Union Representative.** The term "Union" or "union representative" shall mean either a Business Manager or Steward, as determined by I.B.E.W. Local 196's Business Manager.

## ARTICLE 2 - MANAGEMENT RIGHTS

**Section 2.1 Retention of Managerial Prerogatives.** 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 the Employer, including but not limited to the right to determine the means, methods and place of operations, and to decide what work or services shall be performed by employees; the right to hire, discipline or discharge employees for causes; to transfer, promote or relieve from duty because of lack of work or for other legitimate reasons; and to maintain discipline, order and efficiency; the right to make and enforce reasonable shop rules, 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 any employee's membership in the Union.

## ARTICLE 3 - UNION RECOGNITION

### Section 3.1 Union Stewards.

(a) **Recognition of Stewards.** From among the employees employed in each operating unit covered by this Agreement, the Union may designate and Employer will recognize union stewards to serve as the Union's agent in the representation of employees of that operating unit. To be eligible to serve or continue to serve as a steward, the employee shall be a regular full-time employee of Employer. Employer shall not be required to recognize any employee as a steward unless the Union has informed Employer, in writing, of the employee's name, department, and designation as a steward.

(b) **Compensation of Stewards While Engaged in Union Activity.** Employer will pay a Union steward at the straight-time rate for up to 12 work hours lost per calendar quarter in conducting Union business providing

not more than one Union steward is absent at any time, except two stewards may be absent during Step 3 of the grievance procedure and arbitration. The Union steward shall be released upon prior approval of the immediate supervisor outside the bargaining unit and such release shall not be unreasonably withheld. Steward's time sheets shall be marked to record the time spent on conducting Union business.

**Section 3.2 Bulletin Board for Union Literature.** Employer agrees that Union may install and maintain a bulletin board at each work location designated by Employer such that all employees covered by this Agreement may easily read notices posted thereon in order to communicate matters concerning wages, hours, other conditions of employment and matters of 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, provided the steward has been notified.

**Section 3.3 Union Activity.**

**(a) Grievance Processing.** Should it be necessary that an employee/union steward be temporarily released from employee's duties in connection with grievance processing, the immediate supervisor out-side of the Union shall be notified by the employee/union steward in writing of the reason for the release, and the approximate time necessary since certain scheduling problems may exist. As much advance notice as possible shall be given. The employee shall be released upon the approval of that supervisor and such release shall not be unreasonably withheld.

**(b) Routine Union Business.** No employee except as stipulated in Section 3.1 of this Article, shall engage in Union business including contacting the steward.

**Section 3.4 Union Business Leave.** Employer agrees to grant leaves of absence without pay to stewards for Union business. The City Manager or his designee shall be notified in writing as to the nature of the business to transact and approximate duration of leave of absence; absence not to exceed six (6) months in length. Normally a one (1) month's advance notice shall be given. Employer may refuse to grant leave under this Section 3.4 for attendance at Union sponsored conventions and seminars if, in the judgment of the City Manager, the employees' absence would adversely impact the operation of Employer.

**Section 3.5 Union Visitation.** Duly authorized representatives of Union shall be permitted at reasonable times to enter Employer's premises for the purpose of handling/processing grievances. Permission to enter the premises shall be obtained for each of the operating units before any Union representative may conduct business. Union representatives shall be identified to Employer and on each occasion shall notify the City Manager or his designee of the time, place, and reason for entering Employer's premises to conduct their business, so as not to interfere with Employer's operation.

**ARTICLE 4 - NO STRIKES OR LOCKOUTS**

**Section 4.1 No Strikes.** Neither the Union nor any employee will call, cause, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slowdown, picketing, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer, in any manner whatsoever, whether in protest of matters or actions covered by this Agreement, of matters or actions not referable hereunder and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of state or federal law nor in sympathy or honor of any other picket line while this Agreement is in effect. The parties specifically agree that neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line by whomever established except picket lines established by other locals or units of the IBEW. The Union specifically acknowledges that each employee who holds a position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

**Section 4.2 No Lockouts.** During the term of this Agreement the Employer will not occasion or cause any lockout of its employees as a form of direct pressure against the Union. The temporary or permanent shutdown or closing of the Employer's facility or any part thereof or the curtailing of any operations for any reason other than as a form of direct and overt pressure against the Union shall not be construed to be a lockout.

**Section 4.3 Union Cooperation.** In the event an employee or employees engage in any action prohibited by Section 4.1 above, the Union shall immediately disavow such action, in writing, and shall further advise the employees of their obligation under this Agreement and under the Act and shall direct the employees to return to work and shall further use its best efforts to achieve a prompt resumption of normal operations. Upon timely complying with the requirements of this Section, the Union, including its officials and agents, shall not be liable for damages for violations of Section 4.1 unless the Union, by its officials or agents, has acted in violation of Section 4.1.

**Section 4.4 Discipline for Violation of Section 4.1.** Any employee who violates the provisions of Section 4.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 4.1 shall not be considered a violation of this Agreement and further, to the extent the Grievance Procedure in Article 6 is otherwise applicable, only the issue of participation or non-participation will be subject to that Grievance Procedure.

**Section 4.5 Remedies.** In the event of a violation of Section 4.1 by an employee or by the Union hereunder, or Section 4.2 by the Employer, the other shall have the right to enforce any and all legal or equitable rights or remedies.

## ARTICLE 5 - UNION SECURITY, CHECKOFF, AND FAIR SHARE

### Section 5.1 Union Dues

(a) **Checkoff.** Employer shall deduct from the pay of each bargaining unit member from whom it received a written authorization to do so, the required amount of fees for the payment of Union dues. Such fees, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to Local Union 196 no later than ten (10) working days after deductions were made. Said written authorization shall be submitted upon forms approved by Employer.

(b) **Termination of Checkoff.** Any bargaining unit member may terminate the dues 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

~~(a) All employees covered by this Agreement who are not members of Local Union 196 commencing on the effective date of this Agreement or sixty (60) days after their initial employment, and continuing during the term of this Agreement and so long as they remain non-members of Local Union 196, shall pay to Local Union 196 each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal law.~~

~~(b) Such fair share payment by non-members shall be deducted by Employer from the earnings of the non-member employees and remitted to Local Union 196, provided, however, that Local Union 196 shall submit to Employer an affidavit which directs Employer to deduct fair share payments from designated non-member employee, the amount constituting said fair share not exceeding the dues uniformly required of members of Local~~

Union 196, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which are excluded in determining the fair share.

~~(e) Local Union 196 shall prepare a notice containing the fair share fee information specified in section above, and advising that any non-member may object to the amount of the fee: 1) through Local Union 196's internal appeal procedure, culminating in arbitration, by sending a letter to Local Union 196 office, at any time after the notice but within ninety (90) days after the first wage payment of the year from which his/her fair share fee has been deducted, or 2) by filing an unfair labor practice charge against Local Union 196 with the Illinois State Labor Relations Board in serving a copy of the charge on the Union, as provided in the Rules of the Labor Board.~~

~~(d) The Union shall distribute the notice described by: 1) posting it and the Union Internal Review Procedure, and 2) providing business agents and stewards with copies of the notice for distribution to employees identified.~~

~~(e) A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to Employer. The Union shall advise Employer of any subsequent changes therein.~~

~~(f) Upon the Union's receipt of notice of an objector's invocation of either procedure described above, the Union shall deposit in an escrow account, separate from all other Local Union 196 funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s) but not less than thirty three (33%) percent of the fair share fee. The Union shall furnish objectors and Employer with verification of their terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.~~

~~(g) The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrow funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.~~

~~(h) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify Employer to reduce deductions from the earnings of non-members to said prescribed amount.~~

~~(i) The rights of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body, of which such employees are members, are safeguarded. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.~~

**Section 5.2 Indemnification of Employer.** The Union shall defend, indemnify, and save Employer harmless against any and all claims, demand, suits, grievances, or other liability (including attorneys' fees incurred by Employer) that arise out of or by reason of actions taken by Employer pursuant to this Article.

## ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

**Section 6.1 Purpose.** It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage prompt adjustment of employee complaints arising out of this Agreement. Therefore, the procedures set forth in this Article for such resolution shall be the exclusive method for resolution of such issues.

**Section 6.2 Definitions.**

**(a) Grievance Defined.** A grievance for the purposes of this Agreement shall be defined to mean a complaint raised by an employee or employees covered by this Agreement as to the meaning, interpretation or application of this Agreement.

**(b) Grievant Defined.** A grievant shall mean any employee or employees covered by this Agreement who files a grievance under this procedure.

**Section 6.3 Processing Steps.** Provided such will not affect the time limits herein required, an employee may informally discuss a problem with the employee's immediate supervisor outside the unit and, if resolved, no further action need be taken. Thereafter, the following formal steps shall be followed in processing a grievance under this Agreement:

**(a) Step 1.** Within five (5) working days of the occurrence of facts giving rise to a grievance, grievant and/or the chief steward shall present sufficient facts in writing, including the appropriate provisions of this Agreement that grievant believes have been violated. After discussing the matter with grievant, the responsible superintendent shall respond to grievant in writing, with a copy to the Union, within two (2) working days of the initial written presentation of the grievance.

**(b) Step 2.** If the grievance is not resolved in Step 1, within five (5) working days of the written supervisor's answer to the grievance, the employee and/or the chief steward shall obtain, complete, and return to the Superintendent of the applicable department a completed grievance form containing a written statement of the facts surrounding the grievance, the specific contract provisions involved, and all other information requested on the grievance form, together with the remedy expected of the Employer. The Superintendent of the applicable department shall issue a written response to the grievance within two (2) working days of receipt of the written grievance.

**(c) Step 3.** If that written response does not resolve the grievance, the Union's business representative or chief steward shall file a final written grievance, together with copies of all prior written grievances and responses, with the City Manager within ten (10) working days of the date of the Step 2 response. The City Manager and the business representative shall then schedule a meeting at a mutually agreeable time and place to discuss the grievance. Within five (5) working days after final adjournment of such meeting the City Manager shall issue a final written response to the grievance. The final written grievance shall contain a concise, written statement of all the facts surrounding the grievance, the specific contract provisions involved, the basis for any claim, and the specific remedy expected of the Employer. Failure to set forth facts, specific contract provisions, basis of a claim or a remedy in the final written grievance shall preclude introduction at a later date of that which was omitted.

**(d) Arbitration.** If Step 3 is unsuccessful in resolving the grievance, then the grievance may be referred to arbitration upon written request of the Union made within ten (10) working days of the conclusion of Step 3. When arbitration is requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within ten (10) working days from the date of which arbitration is requested, then the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) Arbitrators. The parties shall each strike two (2) names from the list, with the party striking first to be determined by a coin toss. The person whose name remains shall be the arbitrator; provided, however, that either party shall have the right to reject one (1) list of arbitrators

and ask for a new list from Federal Mediation Conciliation Services. The decision of the arbitrator shall be final and binding upon the parties.

**Section 6.4 Grievance Processing Representation.** Employees may process a grievance with or without Union through Steps 1, 2 and 3 of the grievance procedure set out in this Article 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 Monetary Award.** Any grievance decided against Employer which requires payment of a monetary award shall be paid within thirty days of the date of the award unless it is not provided for in Employer's fiscal year appropriation. In such case the delayed payment shall be made in the first month of the next succeeding fiscal year, at which time it shall be paid with interest from date of the award at the highest pass-book interest rate in the Rochelle area.

**Section 6.6 Time Limits.**

(a) **Failure to Process.** 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 the Employer.

(b) **Withdrawal.** A grievance may be withdrawn at any step of the grievance procedure.

(c) **Extensions.** All Grievances must be presented in compliance with the procedures outlined above. No Grievance will be processed unless the specific provisions and time limits are precisely followed. Time limits provided for in the steps of the Grievance Procedure may be extended by prior written mutual agreement.

**Section 6.7 Limiting Procedure.** Any employee who uses any other procedure other than this procedure to address a work-related complaint of any type shall be deemed to have waived employee's right to use this grievance procedure. Union agrees it will not process such a grievance.

**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, storekeeper and lab technicians, shall reside within a twenty-one (21) mile radius of the Rochelle City Limits.

(b) **Grandfather Clause.** Any employee not residing within the defined area as of March 1, 1994, may continue to reside outside the area so long as the employee does not move to another residence.

(c) **Special Circumstances.** An employee may be relieved from the residency requirement stated above where, in the Employer's exclusive judgment, special circumstances exist justifying residence outside the twenty-on (21) mile area.

(d) **New Employees.** New employees must establish residency within the defined area within 12 months of employment date.

## ARTICLE 8 - SENIORITY

### Section 8.1 Definitions.

(a) **Seniority.** Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service since the employee's last date of hire, less any adjustments due to approved leaves of absence without pay. Seniority shall be applicable only as expressly provided in the Agreement.

**Section 8.2 Loss of Seniority.** An employee's seniority, employment relationship with Employer, and rights under this Agreement shall terminate automatically upon the occurrence of any of the following:

- (a) discharge, resignation, or retirement;
- (b) absence for three (3) consecutive work days without notification to the appropriate supervisor during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
- (c) failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report to work;
- (d) failure to give notice of intent to return to work after recall, or failure to return to work on the date specified for recall as set forth in the written notice of recall;
- (e) lay off for a period the lesser of twelve (12) months or the employee's seniority at the beginning of layoff;
- (f) seeking or accepting other employment for compensation during a leave of absence;
- (g) medical inability to perform essential functions of the job, even with requested reasonable accommodation;
- (h) twelve (12) months after transfer to a position outside the bargaining unit.

**Section 8.3 Completion of Probationary Status.** Upon completion of the probationary status defined in Section 1.5 of this Agreement, the employee shall be given seniority credit retroactive to the date of most recent hire into the bargaining unit.

**Section 8.4 Seniority List.** An up to date seniority list of the employees in the bargaining unit shall be posted once per contract year or as bargaining unit composition changes {i.e. new hire, loss of seniority under Section 8.2 or change in job classification), whichever is the sooner, on the bulletin board with a copy given to the involved operating division's steward.

## ARTICLE 9 - LAYOFF AND RECALL

**Section 9.1 Separate Operating Units/Classifications.** For purposes of this Article, Employer's operations shall consist of four Operating Units: Generation Plants, Electric Distribution, Water Distribution, and Wastewater.

**Section 9.2 Layoff.** When in Employer's discretion, it becomes necessary to reduce the workforce in an operating unit, employees shall be laid off within that operating unit 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 shall be laid off, in inverse order of seniority, provided the employees remaining have the skill, ability and physical fitness to perform the available work;

(c) If further reductions are necessary, regular full-time employees shall be laid off, in inverse order of seniority, provided the employees remaining have sufficient skill, ability and physical fitness to perform the available work without additional training or orientation.

**Section 9.3 Recall.** When, in Employer's discretion, it becomes necessary to increase the workforce of an operating unit at a time when employees are on layoff from their regular jobs in that operating unit, 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 Employer. It is the responsibility of each employee eligible for such recall to notify the Employer of his or her current address. The employee shall have two (2) working days from the date of such notice to accept recall and report to work. Employer may require an employee hired after October 30, 1985, 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 10, Job Posting and Bidding, of this Agreement.

**Section 9.4 Notice of Layoff.** Employer shall give the chief steward and affected employees notice of layoff not less than fourteen (14) calendar days prior to the effective date thereof, unless unusual circumstances prevent the giving of such notice.

**Section 9.5 Determination of Qualifications.** Final determination of a qualified 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 9.6 Alternatives to Layoff.** Nothing in this Article shall prevent the Union and Employer from meeting and mutually agreeing to an alternative that would avoid the need for layoff.

### **Section 9.7 Voluntary Severance Package**

(A) In the event one or more regular full-time employee's position is eliminated as a result of a change in the method of operations within an operating unit, the affected employees may elect a Voluntary Severance Package. Temporary, seasonal or part-time employees are not eligible.

(B) The Voluntary Severance Package is subject to:

The City reserves the right to determine the operating unit, the methods of operations, the number of employees and the time period during which employees may elect a Voluntary Severance Package.

All elections shall be voluntary and acceptance by the City shall be in order of seniority within the affected operating unit and job classifications. In no instance shall the number of employee elections accepted exceed the number of positions reduced as determined by the City within the operating unit.

An employee who elects the Voluntary Severance Package, shall not be entitled to any of the other provisions in this Article 9, "Layoff and Recall" or the provisions in Article 6, "Grievance Procedure and Arbitration" of the Collective Bargaining Agreement between the City of Rochelle and International Brotherhood of Electrical Workers Local 196.

Employee shall have five working days to submit a request for a Voluntary Severance Package from the date the employee is notified of eligibility. The request for the Voluntary Severance Package shall be received by the City no later than six days after the employee has been notified of eligibility.

Execution of a Voluntary Severance Package Agreement by the employee and the City Manager or his designee.

(C) The Voluntary Severance Package shall consist of the following:

1. Payment of all earned and accrued hourly, holiday and vacation pay through the final date of employment.
2. Outplacement assistance.
3. Counseling.
4. A one-time lump sum payment equal to 320 hours pay at employee's regular hourly wage applicable at the time the Voluntary Severance Package agreement is accepted by the City of Rochelle. All payments are subject to legally required deductions.
5. The City shall contribute 100% of the employee and 80% of any dependent Health Plan coverage for two months after the employee's final date of employment, if the employee elects to continue coverage.

**Section 9.8 Non Privatization of Water / Water Reclamation.** During the duration of this contract from 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.

(c) 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.

## **ARTICLE 11 - DISCIPLINE**

**Section 11.1 Maintenance of Discipline.** Maintenance of discipline and appropriate conduct is the duty of each employee. Except as herein specifically provided, establishment of rules, regulations, and other parameters of conduct is the responsibility of the Employer and otherwise in accord with the laws of the State of Illinois. No employee covered by this Agreement shall be disciplined without just cause.

**Section 11.2 Progressive Discipline.** The parties acknowledge that, except in extreme situations, the primary purpose of discipline is remedial. Therefore, in appropriate situations, the Employer recognizes and agrees to utilize the principle of progressive discipline as follows:

- (a) Verbal warning with documentation
- (b) Formal written warning
- (c) Final formal written warning including specific notice regarding conduct, with involvement of the business representative or his designee,
- (d) Discharge

The Employer's agreement to utilize progressive discipline does not prohibit the Employer from imposing more severe discipline which is commensurate with the severity of the offense, up to and including immediate discharge. Such decision to impose more severe discipline lies solely with the City Manager and is subject to the Grievance Procedure.

The Employer shall notify both the employee involved and the Union of all disciplinary action more severe than a verbal warning. Such notification shall be in writing and shall reflect the specific nature of the offense giving rise to such discipline, the discipline assessed, and the direction to the employee for future behavior.

**Section 11.3 Discipline Assessed.** Discipline shall be assessed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

Documentation on all corrective and progressive discipline charges sustained against an employee will be removed after four (4) years if no further incidents. Progressive steps shall remain in effect for a twelve (12) month period.

**Section 11.4 Investigatory Interview.** When the 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 representation at such interview from whichever of the employee-Union representatives is most available. If the employee desires such Union representation, no interview shall take place without the presence of such a Union representative, provided the representative shall make every reasonable effort to be available as soon as practicable.

In the event the Employer elects to conduct such interview at a time the representative is on duty, the representative will be excused from his or her regular duties without loss of pay to attend such interview.

**Section 11.5 Personnel File.** Except as limited by the provisions of Section 10 of the Illinois Personnel Record Review Act, an employee shall be permitted to inspect said employee's personnel file subject to the following:

- (a) such inspection shall occur during regularly scheduled business hours Monday through Friday; and,
- (b) such inspection shall occur as soon as reasonably possible subsequent to the employee's written request; and,
- (c) such inspection shall be in the presence of a representative of the Employer; and,
- (d) the employee shall not be permitted to remove any material from the personnel file, but may obtain copies of any information contained therein upon payment for the cost of copying; and,
- (e) upon request, the employee may have a Union representative present during such inspection and/or may provide a written authorization, presented to the Employer at the time of the request for inspection, for such representative to inspect said employee's file otherwise consistent herewith.

## ARTICLE 12 - HOURS OF WORK

**Section 12.1 Purpose of Article.** The purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year.

**Section 12.2 Regular Workweek.** The regular workweek shall consist of forty (40) hours of work within the workweek.

**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 regular workday for employees shall consist of eight (8) working hours, except for regular part-time employees who may be required to work less than eight (8) working hours in a 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.

**(b) Shift Employees.** Eight (8) consecutive hours of work within a twenty-four (24) hour period, which eight (8) hour period shall include a paid meal period not to exceed thirty (30) minutes and which may be interrupted by routine duties.

**(c) Shift and non-shift Employees- 4x10's-** Pay and benefits for employees assigned to a work schedule based upon regular shifts of four (4), ten (10) straight time hour, work days shall be as follows:

1. Daily overtime and call back pay shall occur after ten (10) hours in a day for which the employee's regular schedule is ten (10) hours.
2. If an observed holiday falls on an employee's regularly scheduled work day and the employee does not work that day, applicable holiday pay shall be computed at the employee's regular straight time rate times ten (10); otherwise, applicable holiday pay shall be computed at the employee's regular straight time rate times eight (8).
3. Vacation entitlement is already in terms of hours; however, for the purpose of scheduling, vacation shall be in four (4) consecutive ten (10) hour days with applicable daily increments in ten (10) hour blocks, with any remaining time of less than ten (10) hours taken in no less than one (1) hour increments.
4. Nothing in this Article shall limit the Employer's right to implement a work schedule during the construction season (May 1 through September 30 of each year) that will allow the Employer to extend the work day for employees in the electric operations operating unit to nine (9) consecutive hours of work (in place of eight (8) consecutive hours of work) inclusive of a paid meal period not to exceed thirty (30) minutes which the Employer may require to be taken at the job site. Provided, however, that if the Employer implements such a construction season work schedule, the nine (9) consecutive hour work day shall commence no later than 6:30 a.m. Prior to implementing the construction season work schedule, the Employer will provide the union with at least thirty (30) calendar days advance notice of the proposed change and an opportunity during that thirty (30) day calendar day period to meet, review and discuss the proposed construction season work schedule prior to its implementation by the Employer.

**Section 12.5 Work Schedules.** The schedules of work shall be as shown in Appendix B to this Agreement. Employer will not make changes to these schedules except either for emergencies or for necessary business reasons. In the latter case, the Union will be given a minimum of thirty (30) days prior notice. Work schedules showing the shifts, work days, and hours to which employees are assigned shall be posted. Alternative work schedules may be agreed upon by the Employer and the Union.

**Section 12.6 Rest Periods.** There shall be two (2) fifteen (15) minute paid rest periods during the course of a regular workday. These rest periods will be given as near the middle of the work period as circumstances will permit. These rest periods shall not be used to extend the meal period or to shorten the workday and shall be taken at the work site.

**Section 12.7 Overtime Work and Equalization.** Subject to the provisions of this Section 12.7, Employer shall determine when and by whom overtime will be worked. Standby is a scheduled activity and as such is not a factor in overtime equalization. Before requiring employees to work overtime, Employer will request volunteers first from among the employees in the same job classification and then from employees qualified for the job classification in which overtime will be worked. Overtime opportunities shall be distributed as equally as practical among the employees within their respective operating units and job classification. If an employee demonstrates that employee did not receive overtime for which employee was entitled under this Section, then the remedy shall be to give that employee preference for future overtime assignments within the operating unit and job classification. Provided, however, that the methods by which overtime is equalized within each operating unit that are in effect as of the effective date of this Agreement shall be continued unless the parties mutually agree, on a per operating unit basis, to make revisions to these overtime equalization methods.

**Section 12.8 Permanent Change in Shift.**

(a) **Definition.** Permanent change in shift is defined as a change in shift brought about by exercising seniority rights, or supervisor assignment made to least senior qualified employee.

(b) **Seniority Rights.** When permanent changes in shift assignments are made, employees shall be entitled to exercise seniority to retain shift assignment.

(c) **Employee Once-a-Year Preferential Option.** Once during a twelve (12) month period employee may request a shift change in the same job classification if seniority warrants. Employer will provide a shift change request form, which is to be filled out and submitted to the department supervisor. A displaced employee will then exercise his shift preferential without being charged the once-a-year option.

(d) **Handling of Exceptions.** Any exceptions in the handling of permanent changes in shift must be by mutual consent of Employer and Union.

**Section 12.9 Temporary Change in Shift.**

(a) **Definition.** Temporary change in shift is defined as a vacancy filled by Employer where volunteers are requested and placed until the situation causing the vacancy is alleviated. In the absence of volunteers, the least senior, qualified employee will be assigned. A temporary change in shift can be no longer than six (6) months in continuous duration, unless unusual circumstances exist, and then Employer and Union must reach a mutual agreement to extend temporary shift change.

(b) **Limitations.** Employer shall endeavor to limit temporary assignments to no more than 180 days in a calendar year.

(c) **Effect on Once-a-Year Preferential Option.** Assignments to and from shifts under the temporary change in shift provision do not affect the employees' once-a-year shift preferential option.

**ARTICLE 13 - SAFETY AND HEALTH**

**Section 13.1 Meetings**

(a) **Joint Committee.** Employer and Union agree to establish a joint safety and training advisory committee consisting of a representative from each of the operation units for the purpose of making recommendations on safety programs and rules covering safe practices, and for training and upgrading of employee skills.

(b) **Meetings.** Meetings shall be held once each quarter at a time agreed upon by representatives of the safety advisory committee, limited to one (1) hour per session. Minutes from the meetings will be submitted to the City Manager or his designee and the Union chief steward.

(c) **Union Membership.** Union will supply the City Manager with a listing of committee members and keep such listing updated.

(d) **Operating Unit Safety Meetings.** Each operating unit shall hold monthly safety meetings and report any significant information to the joint safety and training advisory committee.

(e) **Supervisor Attendance.** Each safety meeting shall be attended by the respective department supervisors.

(f) **Meeting Regularity.** Meeting regularity is minimum and may be changed by mutual agreement between Employer and Union.

#### ARTICLE 14 - WAGES

**Section 14.1 Job Classification.** Employees in the job classifications set forth in Annex A to this Agreement shall receive the hourly rate provided for their respective job classification. Any pay adjustment shall be deemed to start with the beginning of the first payroll period following the date of the adjustment.

**Section 14.2 Pay Day.** Employer will pay employees every other Friday.

**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 (1 ½) 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 14.4 Call Back Pay.** An employee who has worked his or her regularly scheduled shift, left Employer's premises, and then receives a phone call and is called back to work shall receive a minimum of two (2) hours pay at overtime rates. Such call back time shall start when the employee accepts the call to return to work and whose return is not cancelled within five (5) minutes. Pay at the applicable overtime rate shall end when the work is completed and employee is released (for Electric, when the employee calls the call center). An extension of an employee's shift is not a call back.

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**Section 14.5 Rest Period.** An Employee who has worked 16 hours, shall be released from work for 8 consecutive hours of rest. For the purpose of determining hours worked, the employee will continue to accumulate hours worked until they receive eight (8) hours of consecutive rest after such rest the employee is available to return to work and their hour clock is reset. For employees assigned to work standby, all call outs will be considered a minimum of two (2) hours worked. In the event the rest period extends into the regular worked day, the employee shall lose no time thereby. normal work schedule, he/she shall be compensated at the straight time rate for the remaining hours to complete

If the employee is required to return to work before they have received eight (8) consecutive hours of rest or has not been released from work after working sixteen (16) hours, the employee shall be paid at the double time rate for all hours

worked after return or beyond sixteen (16) hours for all hours worked until they receive eight (8) consecutive hours of rest. The only exception to this practice is in situations of emergency as determined by the superintendent or designee. In these situations of emergency, an employee may be permitted to work beyond a sixteen (16) hour period as previously described if in the superintendent's opinion the employee is mentally alert and shows no visible signs of exhaustion or fatigue. Failure to respond to a call out may result in disciplinary action.

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**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:

Standby pay for Chief Operator, Generation Lead, Lab Manager and Linesman/journeymen 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:

Standby pay will be \$43.00/day, Monday-Friday, \$48.00/day, Weekends and Holidays.  
Effective 5/01/20 pager pay will be \$44.00/day, Monday-Friday, \$49.00/day, Weekends and Holidays.  
Effective 5/01/21 standby pay will be \$45.00/day, Monday-Friday, \$50.00/day, Weekends and Holidays.

Failure to answer a standby call when assigned standby duty shall result in disciplinary action. When the standby crew is occupied on assignment or on rest in accordance with Section 14.5, the City shall have the right to outsource emergency service runs, after offering the emergent work to all qualified employees in the bargaining unit.

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

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**Section 14.8 No Pyramiding.** There shall be no duplication or pyramiding of overtime or premium pay.

**Section 14.9 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 14.10 Work Outside of Classification.**

(a) **Criteria.** When an employee is qualified for and is temporarily required to serve and accept the responsibility for work in a more responsible position with a higher pay rate, such employee will be compensated at the equivalent pay level of the job classification while so assigned by the operating unit supervisor. For example: if the employee's normal pay rate is "lineperson 0-6 months" on Annex A and the employee is temporarily assigned to Crew Leader, the employee would be compensated at the "Crew Leader 0-6 months" rate. In other words, if the employee is upgraded by the employee's supervisor it is a "vertical" move on the pay scale.

(b) **Non-bargaining Unit Supervisor Absent.** An employee covered by this agreement shall not be entitled to any additional compensation during a non-bargaining unit supervisor's absence.

(c) **Bargaining Unit Supervisor Absent.** An employee is not working out of classification unless actually performing skills of a more responsible position. Example: A lead person's absence does not in itself create a situation for a senior worker to be compensated at a higher rate of pay.

**Section 14.11 Apprentice.** The City shall offer an electrical apprentice program. Wages are paid at the rate identified in Annex A.

~~(a) An apprentice lineman's seniority starts when the individual has completed the program, all required training, passes all tests and is promoted to a lineman. During the apprentice period, the apprentice shall remain less senior to any hired journeyman lineman. After completing all training, passing all test and being promoted to journeyman lineman, the Apprentice shall be credited with departmental seniority from his or her start date in accordance with Section 8.1(a). Should the apprentice have been employed by the City in a different department prior to beginning the Apprenticeship program, he or she will maintain his or her years of service with the City at all times.~~

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~~(b) Apprentices shall be assigned work and progress through skills based on a schedule determined by the City. The City will not pay overtime to an apprentice for time spent studying materials for preparing from examinations.~~

~~(c) released from the program by the City at anytime and the apprentice shall not have recourse through the grievance. During the apprenticeship period, an Apprentice shall remain a probationary employee for 18 months and may have his or her employment terminated by the City at any time. After 18 months, should the City determine that the apprentice does not have the requisite skills to continue in the program, the City agrees to provide notice to the Union and to place the employee on a Performance Improvement Plan ("PIP"). If at the end of the PIP review period, the Apprentice has not met the requirements of the PIP, he or she may be terminated without recourse through the grievance arbitration procedure of Article 6.~~

~~(d) Apprentices who voluntarily separate employment from the City during the apprenticeship program shall repay the City from the date of hire from the City anytime within five (5) four (4) years from attaining Journeyman Lineperson status shall repay the for the sum equivalent to the total cost expended for school, books, travel and accommodations during schooling, at the prorated rate shown below:~~

Before 1-year Anniversary	100%
Before 2-year Anniversary	75%
Before 3-year Anniversary	50%
Before 4-year Anniversary	25%

At the time of hire, Apprentices may have to sign an additional form acknowledging this requirement.

### ARTICLE 15 - HOLIDAYS

**Section 15.1 Holidays Celebrated.** An employee shall receive holiday pay, computed al employee's regular straight time rate (inclusive of shift differential, if any) times eight (8) for the following observed holidays:

New Years Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	New Years Eve Day

For purposes of this Article, the holiday shall be for the shift beginning during the twenty-four (24) hour period of the observed holiday.

**Section 15.2 Eligible Employees.** Each regular full-time employee on the active payroll who has worked the last regularly scheduled day before and the first regularly scheduled day after the observed holiday or who is on an approved leave (sick, vacation, etc.) by the employer the day before or after the holiday shall be eligible for holiday pay. Regular part-time employees will be compensated only for scheduled hours.

**Section 15.3 Observance Dates.** Holidays shall be observed as provided in Annex C. Employees who work predominantly a work week within Monday - Friday will observe the 5-day work week schedule, and employees who work a schedule outside of Monday -- Friday will follow the 7-day work week schedule.

**Section 15.4 No Work on the Holiday.** An eligible employee who is not required to work on the day observed as a holiday shall receive holiday pay at employee's straight time rate of pay. Holiday pay is always equivalent to an employee's regular workday with those employees scheduled for an 8 hour shift will receive 8 holiday hours and those scheduled for a 10 hour shift will be paid 10 holiday hours.

**Section 15.5 Work on the Holiday.** All hours worked on a Holiday are paid at 2 ½ times the straight time rate of pay, which includes the holiday pay designated in section 15.4 above.

**Section 15.6 Holiday During a Vacation Period.** If an observed holiday occurs during the scheduled vacation of an eligible employee, the employee will, at the time of vacation selection, schedule the make-up vacation day or the employee may elect to receive additional pay at employee's regularly scheduled length of day (8 or 10 hours) straight-time rate of pay for the holiday in the workweek in which the holiday occurs.

## ARTICLE 16 - VACATIONS

**Section 16.1 Eligible Employees.** The Employer will grant full vacation benefits to regular employees who were actively employed in their previous anniversary year according to the schedule in Section 16.2 below, provided the employee worked at least 1040 straight-time hours during that anniversary year. An anniversary year begins on the date of an employee's most recent employment by Employer. Any employee who quits, retires, dies or who is discharged for cause on or before their employment anniversary date, shall not be entitled to vacation in the anniversary year following their employment anniversary date.

### Section 16.2 Vacation Allotment.

**(a) Regular Full-Time Employees.** Vacation entitlement shall be determined by the anniversary date of an employee's most recent employment by the Employer. Any additional vacation for which the employee becomes eligible may not be taken prior to the anniversary date when the additional vacation is granted, and then the additional vacation may be taken only in accordance with the scheduling provisions of this Article.

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 of said employee's first year's scheduled vacation and shall be entitled to the balance of that first year's vacation on said employee's anniversary date.

The amount of vacation to which a regular full-time employee shall be entitled shall be in accordance with the following chart:

<b>Years of Continuous Service</b>	<b>Hours/Days of Vacation</b>
After 1 year	48 hours or 6 working days

<del>After 2 years</del>	<del>96 hours or 12 working days</del>
<del>After 5 years</del>	<del>112 hours or 14 working days</del>
<del>After 8 years</del>	<del>136 hours or 17 working days</del>
<del>After 12 years</del>	<del>152 hours or 19 working days</del>
<del>After 16 years</del>	<del>176 hours or 22 working days</del>
<del>After 19 years</del>	<del>192 hours or 24 working days</del>
<del>After 24 years</del>	<del>216 hours or 27 working days</del>

<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 within 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.

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**(b) Regular Part-Time Employees.** A regular part-time employee as defined in Section 14.1 shall be entitled to pro-rated vacation, computed by dividing the average number of hours per week the preceding anniversary year by 40 and multiplying that percentage by the vacation allotment in accord with Section 16.2 The same calculation shall be performed for bereavement leave in Section 17.2.

**Section 16.3 Vacation Scheduling.**

**(a) Vacation Year Schedule Selection.** Vacation periods shall be assigned to be taken during the Vacation Year which is defined as the time between ~~January-May-1st~~ and ~~April-December-30th~~31st. Vacation periods may only be taken following the anniversary year they are earned. Vacations shall be scheduled on an operating unit basis. On or about February 15th of each year, Employer shall request employees to specify dates desired for vacation. On or about April 1<sup>st</sup>, the City shall designate vacation days as requested based on seniority as specified in subsection (b). If preference of vacation periods for the coming Vacation Year has not been made by an employee before April 1st, the employee shall give a fifteen (15) day advance request in writing to the operating unit supervisor for any vacation period. Approval of requests made after April 1<sup>st</sup> shall be made solely on operating need and not seniority. More senior employees will not be able to "bump" junior employee vacations once the vacation schedule is posted in accordance with subsection (c).

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**(b) Period Preference.** Employees shall be assigned vacation according to their specified preference if the preference is provided to Employer prior to April 1 preceding the Vacation Year in which the vacation period is to be scheduled, provided Employer's work schedule so permits without unreasonable rescheduling. Where there is a conflict between employees' preference for vacation scheduling, Employer shall grant the vacation by seniority to resolve the conflict. The most senior employee shall be granted the preferred time and the junior employee shall be granted an alternative vacation period. Two or more employees within the same operating unit may request vacation during the same time period, provided the junior employee's vacation is subject to cancellation and rescheduling due to the unit's work load. Employer will provide as much advance notice as possible prior to canceling any vacation.

**(c) Incremental Periods.** Vacation periods shall be taken during the Vacation Year between ~~May-January 1st~~ and ~~April-December 31, 30th~~, and they shall be taken in increments of five (5) or more consecutive days or as follows:

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1. After one (1) year employment: a five (5) or more consecutive day increment and the remainder in a one (1) day increment.

2. After two (2) years employment: two (2) consecutive five (5) or more day increments and the remainder in one (1) day increments.

3. After eight (8) or more years employment: up to five (5) single days and the remainder to be taken in increments of five (5) or more consecutive days.

4. Vacation not scheduled in five (5) consecutive day increments may be scheduled in separate or consecutive one day increments upon at least three (3) weeks' advance notice to Employer, and up to three (3) days of such vacation may be taken in increments of two (2) or more consecutive hours upon as much advance notice to Employer as is possible in the circumstances, provided the Employer is able to adequately staff the shift during the requested incremental vacation hours.

**(d) Emergency Situation.** After single day vacation has been exhausted, one-day-at-a-time vacation may be granted on an emergency basis with the approval of the operating unit supervisor when the required advance notice is not possible.

**(e) Schedule Posting.** Employer shall post a schedule of approved vacation periods on bulletin boards respecting the preference of the employees insofar as the needs of Employer permits, Employer will post vacation schedules by the 15th of April.

**(f) Schedule Change.** If an employee desires to change vacation period, employee shall give the operating unit supervisor at least fifteen (15) working days advance notice, or less notice in the event of a documented medical cause for such request. Employer may accommodate the request providing the change does not conflict with other approved vacations or demands of service. All canceled vacation periods shall be made available on a seniority basis. All changes in vacation schedules will be posted by operating unit supervisor.

**Section 16.4 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 often (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.

**Section 16.5 Termination of Employment.** If an employee's service is terminated, employee will be paid for such vacation as employee has accrued, provided employee has completed one full anniversary years' service. If termination occurs before the fifteenth (15th) day of the month, employee will not be credited with working an entire month; if termination occurs after the fifteenth (15th) day of the month, employee will be credited with that month's service. Employee's accrued vacation will be calculated as months worked (beginning with anniversary date) times 1/12th of year's vacation day allotment. This section excludes regular part-time employees.

**Section 16.6 Personal Day.** Each regular employee shall receive ~~12~~ personal day per contract year. 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 employer at least 3 working days in advance and the employer is able to adequately staff the shift during the requested time off. A personal day shall be used in 8 or 10-hour increments, depending on the regular schedule the employees is working. A personal day cannot be carried over from one contract year to the next.

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Section 16.7 Compensatory Time. Employees working under this agreement shall have the option of converting their overtime to compensatory time off for every hour of overtime worked at the applicable rate. Employees may accumulate a total of up to and including thirty (30) hours of compensatory time in a calendar year. Any employee who has accrued the maximum amount of compensation time allowed herein in each calendar year, shall be paid overtime for all additional hours worked. Any remaining hours of compensatory time not carried over or 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. An employee with accrued compensatory time upon termination shall be paid for each hour of compensatory time accumulated at their rate of pay at the time of termination. Compensatory time shall be used in no less than two (2) hour increments, in whole two (2) hour increments.

## ARTICLE 17 - PAID LEAVES OF ABSENCE

### Section 17.1 Jury Duty.

~~(a) **Voting.** Employees whose work schedule conflicts with polling place hours (6:00 AM to 7:00 PM) shall be granted two (2) hours off to vote in any Federal, State, or Local general election.~~

**(a) Jury Duty.** Any full-time permanent employee called for jury duty shall be allowed time away from work. Employee is required to present a written statement from the Court stating the time of service, amounts paid, and for what the money was paid. Employer will pay the difference in court payment and employee's normal straight time wage. Payment of mileage to and from court is not to be taken into consideration when calculating amounts. Jury duty will be treated as time worked for the purpose of overtime calculations.

### Section 17.2 Bereavement Leave.

**(a) Entitlement.** Employer will grant to all regular employees, exclusive of shift premium, or any other premium pay, for time lost on their regularly scheduled workdays, up to a maximum of three (3) days, in connection with the death of the employee's spouse, employee's children and employees parents, and step-children of the employee who are children of the employee's present spouse who have lived in the employee's home, and any other member of an employee's immediate family. For the purposes of this section, "employee's parents" shall include the spouse of either of the employee's natural parents and legal parents. Under this provision, other member's of an employee's immediate family are recognized as being grandparents, grandchildren, aunts, uncles, sons-in-law, daughters-in-law, brothers and sisters of the employee, spouses of employee's brothers and sisters, employee's spouse's brothers, sisters, and parents, employee's spouse's grandparents or other close relative living in the home of the employee. Additional days off without pay may be granted upon reasonable request.

**(b) Pallbearer.** An employee may be granted up to four (4) hours with pay to serve as pallbearer on the day of a funeral, if approved by the operating unit supervisor. An employee who is serving as pallbearer shall be granted the opportunity to utilize sick leave to cover the additional 4 (if working an eight hour shift) or 6 (if working a ten hour shift) hours for his/her attendance at a funeral. Utilization of sick leave for this purpose shall be at the employee's discretion. Failure to request this benefit shall not constitute the employee's right to take the time off as unpaid leave.

### Section 17.3 Sick Leave.

(a) 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 quarter (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 ~~4040~~1768 hours. Paid sick leave hours used by an employee shall be subtracted from the employee's accumulated total. Hours paid as sick leave shall be hours worked for overtime purposes. 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.

(b) 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. An employee that uses less than 3 days sick leave 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 for wellness care, in 2 hour increments, 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 17.4 Rate of Pay.** Except as otherwise noted in this Article 17, for any paid leave taken under this Article 17, an employee shall be compensated at the straight time rate of pay for employee's job classification at the time the leave is taken. Hours of paid leave shall be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.

**Section 17.5 Falsification.** False statements made to secure or support a leave, or any extension thereof, may result in discharge.

## ARTICLE 18 - UNPAID LEAVES OF ABSENCE

### Section 18.1 General Leave of Absence.

(a) **Approval Authority and Time Period.** Employees covered by this Agreement may request in writing a leave of absence from their operating unit supervisor, who may grant a leave of absence without pay to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he/she sees fit, not to exceed six (6) months.

(b) **Conditions.** As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement in employee's position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which employee has been employed. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

(c) **Benefit Eligibility.** Employees on unpaid leave of absence for periods in excess of two (2) weeks, except as provided under the Family Medical Leave Act, are not eligible for any benefits from the Employer except that group insurance may be continued by employee paying the entire medical and life insurance premiums due monthly during leave period.

**Section 18.2 Family Medical Leave.** 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.

**Section 18.3 Falsification.** False statements made to secure or support a leave, or any extension thereof, may result in discharge.

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

[\* "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.

<u>Coverage Level:</u>	<u>5/01/19</u>	<u>1/01/20</u>	<u>1/01/21</u>	<u>1/01/22</u>
<u>Employee Only:</u>	<u>17%</u>	<u>18%</u>	<u>20%</u>	<u>20%</u>
<u>Family</u>	<u>20%</u>	<u>21%</u>	<u>25%</u>	<u>25%</u>

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 twenty-four (24) pay periods; 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 may be otherwise specifically provided in this Agreement or by law, Employer's obligation to pay any premium and coverage shall end at the end of any month in which employee ceases active employment.

**Section 19.2** The health plan coverage for an employee and, where appropriate, dependents, shall be the same for employees covered by this Agreement as it is for the other employees of the City of Rochelle.

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).

Employer shall provide the Union written notice of any change in coverage or carrier and the reason(s) therefore at least thirty (30) days prior to implementation of such change(s). If the premium amount decreases from its current level, Employer shall have the duty to provide the Union reasonable opportunity to bargain prior to implementing this decrease. In the event such bargaining failed to result in an agreement, the express provisions of Article 4 would no longer be in effect.

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 19.3 Scope of Employer Responsibility.** The City 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 for any of the benefits for which it is contracted shall result in no liability of the City nor shall such failure be considered a breach by the City of any of the obligations under law or by this Agreement. Nothing herein contained, however, shall be construed to relieve the carrier from any liability which it may have to the City or to any employee or beneficiary.

**Section 19.4 Life Insurance.** The City shall provide a full-time employee with a life insurance benefit in the amount of twenty thousand dollars (\$20,000.00) at no cost to the employee.

**Section 19.5 Temporary Disability Benefits.** Employer provides employees who normally are scheduled to work a minimum of one thousand (1000) hours annually, with membership in the Illinois Municipal Retirement Fund (IMRF), upon their hiring date. A provision of IMRF is temporary disability benefits while the employee is temporarily disabled. Specific details are identified in IMRF literature.

Commented [DL7]: Did we discuss this during negotiations?

## ARTICLE 20 - PENSION PLAN

**Section 20.1 Pension Plan.** The retirement program for employees covered by this Agreement is that found in IL Rev. Stat c.108 1/2 Section 7-101 et seq, effective on the date of the signing of this Agreement and administered by the Illinois Municipal Retirement Fund operators in accordance with applicable law.

## ARTICLE 21 - MISCELLANEOUS PROVISIONS

**Section 21.1 Inclement Weather.** During the normal work day when the regular assigned work for employees engaged in outside plant work is discontinued because of weather which the Employer determines inclement, all employees affected shall be assigned work under shelter. Employer shall have the right to determine the type of work assignment under shelter.

**Section 21.2 Fit Condition to Work.** The supervisor of each operating unit may at their discretion find an employee's condition such that employee is not fit for work whether it is regularly scheduled hours or on a call-out. Supervisor will use safety factors in making such determination. Employee is responsible for his condition when answering a call out. Refusal of the call will result in no adverse affect on employee's employment, as long as employee is not receiving a form of wage compensation at time of refusal.

**Section 21.3 Education Benefits.** If Employer determines educational courses are necessary for employee, educational courses completed with a passing grade will be subject to partial or complete reimbursement by Employer.

**Section 21.4 Meals.** An employee who is required to work non-scheduled overtime hours shall, after five hours of continuous work, be provided a twenty (20) minute meal period and be eligible for a meal, the Employer's cost for which shall not exceed \$10.00. RMU has reached agreement with the Iron Skillet and Alfano's for employees to be able to charge a meal (up to \$10.00) and the restaurant will bill the City.

**Section 21.5 Uniforms.**

(a) **Quantity.** All newly hired employees covered under this Agreement shall be provided with uniforms consisting of pants and shirts in sufficient number to provide the employee with one clean shirt and pair of pants for each regularly scheduled work day. After supplying the initial shirts and pants, the City shall provide each member of the bargaining unit with a yearly clothing allowance which will include any additional shirts, pants, protective gear, coats or other necessary uniform items. All orders must go through the Superintendent of the employee's applicable department. Each employee shall be allocated \$1,000.00 per year for purchases.

(b) **Acquisition.** Employer reserves the rights to determine the manner in which this work clothing is provided, to select method of acquisition of clothing, and to select the style and color of the work clothing.

(c) **Replacement.** Uniforms will be replaced as deemed necessary by the operating unit supervisor.

(d) **Wear of Uniforms.** All employees who are provided with uniforms are required to wear uniforms and report to work clean and neat in appearance.

**Section 21.6 Protective Clothing.** If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished by Employer. For the purpose of this Article, protective clothing and protective devices shall mean those items Employer requires to protect employees from existing or potential safety hazards. Care and maintenance of the protective clothing and/or protective devices is the employee's responsibility. Consistent therewith, an employee shall not use such protective clothing (including safety footwear) and/or protective device for personal use nor shall such be removed from the Employer's property except within the scope of work.

**Section 21.7 Tools.** Employer will furnish all necessary tools and will replace tools when broken or worn out as a result of employee's work effort.

**Section 21.8 Damage to Personal Items.** Employees whose personal items are damaged, while performing work duties should report incident immediately to operating unit supervisor. A statement as to the cost of repair should be submitted to Employer, along with operating unit supervisor's approval for payment. Employees are to exercise prudent judgment regarding wearing of personal items in the work place.

**Section 21.9 Work Limitations.** Work normally performed by employees covered hereunder shall not be performed by supervisory or salaried employees of Employer unless qualified employees are not available except for the purpose of instruction or in case of emergencies.

**Section 21.10 Contract Work.** Employer may contract out work that is performed by employees covered herein, as long as such contracting does not result in layoffs or part-timing of full-time employees.

**Section 21.11 Exclusive Document.** This Agreement covers all of the benefits and rights of employees who are covered by this Agreement. If a benefit or right is set out in any other document but not contained herein, it does not apply to employees covered hereunder.

## ARTICLE 22 - NON-DISCRIMINATION

**Section 22.1 Non-Discrimination.** The parties agree that in their respective practices and policies, and with regard to the application of any provisions of this Agreement, they shall comply with, and to the extent of, 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. In the event an employee seeks resolution of a violation of this Section in a forum other than the grievance procedure, the employee thereby waives said employee's right to and under the grievance procedure.

**Section 22.2 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 23 - COMPLETE AGREEMENT

**Section 23.1 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 matter not removed by law from 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 the 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 matters 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 23.2 Amendment and 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 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, ~~2014~~ 2019 to and including April 30, ~~2019~~ 2022 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, ~~2018~~2021 and January 2, ~~2019~~2022. If such notice is given, the Agreement shall terminate as of April 30, ~~2019~~22.

Commented [DL8]: Date clean up

**Section 24.2 Separability.** If any provision in this Agreement is declared invalid, unlawful, or unenforceable by action of a court of competent jurisdiction, or is rendered invalid, unlawful, or unenforceable by enactment of state or federal legislation, the remaining provisions of this Agreement shall remain in force and effect. Under such circumstances, the parties agree to meet and negotiate over language to replace the provision.

**Section 24.3 Amendments.** If either or both parties desire to negotiate amendments to this Agreement, such amendments shall be submitted in writing to the other party. However, except as provided in Section 24.2, neither party is required to negotiate concerning or agree to any proposal of the other concerning any possible amendments or modifications.

This agreement entered into and signed this \_\_\_\_\_th day of \_\_\_\_\_, 2014 by:

For Employer:

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

For Union:

\_\_\_\_\_  
Business Manager  
I.B.E.W. Local 196

\*\*\*2014-2016 Hourly Rates\*\*\*

<b>Effective 5/1/2019 (2.25%)</b>		Start	6 Mos.	Year 1	Year 2	Year 3	Year 4+
<b>PRODUCTION (GENERATION)</b>							
Operator/Maintenance		32.42	32.92	33.42	33.92	34.42	34.92
LEAD - Operator/Maintenance		34.12	34.62	35.12	35.62	36.12	36.62
<b>DISTRIBUTION</b>							
Operator/Maintenance		46.39	46.89	47.39	47.89	48.39	48.89
LEAD - Operator/Maintenance		48.83	49.33	49.83	50.33	50.83	51.33
<b>APPRENTICE PROGRAM 4YEAR</b>							
FIRST YEAR	(1st Day of Employment)		35.54	75%			(Based off of Year 1 rate)
SECOND YEAR	(First Day of 2nd Year)		38.79	81%			(Based off of Year 2 rate)
THIRD YEAR	(First Day of 3rd Year)		42.10	87%			(Based off of Year 3 rate)
FOURTH YEAR	(First Day of 4th Year)		45.46	93%			(Based off of Year 4 rate)

**Commented [DL9]:** Groundsperson & Storekeeper should be placed back into the wage chart.

<b>Effective 1/1/2020 (2.25%)</b>		Start	6 Mos.	Year 1	Year 2	Year 3	Year 4+
<b>PRODUCTION (GENERATION)</b>							
Operator/Maintenance		33.20	33.70	34.20	34.70	35.20	35.70
LEAD - Operator/Maintenance		34.94	35.44	35.94	36.44	36.94	37.44
<b>DISTRIBUTION</b>							
Operator/Maintenance		47.49	47.99	48.49	48.99	49.49	49.99
LEAD - Operator/Maintenance		49.98	50.48	50.98	51.48	51.98	52.48
<b>APPRENTICE PROGRAM 4YEAR</b>							
FIRST YEAR	(First Day of Employment)		36.36	75%			(Based off of Year 1 rate)
SECOND YEAR	(First Day of 2nd Year)		39.68	81%			(Based off of Year 2 rate)
THIRD YEAR	(First Day of 3rd Year)		43.05	87%			(Based off of Year 3 rate)
FOURTH YEAR	(First Day of 4th Year)		46.49	93%			(Based off of Year 4 rate)

<b>Effective 1/1/2021 (2.25%)</b>		Start	6 Mos.	Year 1	Year 2	Year 3	Year 4+
<b>PRODUCTION</b>	(GENERATION)						
Operator/Maintenance		34.01	34.51	35.01	35.51	36.01	36.51
LEAD - Operator/Maintenance		35.78	36.28	36.78	37.28	37.78	38.28
<b>DISTRIBUTION</b>							
Operator/Maintenance		48.61	49.11	49.61	50.11	50.61	51.11
LEAD - Operator/Maintenance		51.17	51.67	52.17	52.67	53.17	53.67
<b>APPRENTICE PROGRAM</b>	<b>4YEAR</b>						
FIRST YEAR	(First Day of Employment)		37.21	75%			(Based off of Year 1 rate)
SECOND YEAR	(First Day of 2nd Year)		40.59	81%			(Based off of Year 2 rate)
THIRD YEAR	(First Day of 3rd Year)		44.03	87%			(Based off of Year 3 rate)
FOURTH YEAR	(First Day of 4th Year)		47.53	93%			(Based off of Year 4 rate)

<b>Effective 1/1/2022 (2.25%)</b>		Start	6 Mos.	Year 1	Year 2	Year 3	Year 4+
<b>PRODUCTION</b>	(GENERATION)						
Operator/Maintenance		34.83	35.33	35.83	36.33	36.83	37.33
LEAD - Operator/Maintenance		36.64	37.14	37.64	38.14	38.64	39.14
<b>DISTRIBUTION</b>							
Operator/Maintenance		49.76	50.26	50.76	51.26	51.76	52.26
LEAD - Operator/Maintenance		52.37	52.87	53.37	53.87	54.37	54.87
<b>APPRENTICE PROGRAM</b>	<b>4YEAR</b>						
FIRST YEAR	(First Day of Employment)		38.07	75%			(Based off of Year 1 rate)
SECOND YEAR	(First Day of 2nd Year)		41.52	81%			(Based off of Year 2 rate)
THIRD YEAR	(First Day of 3rd Year)		45.03	87%			(Based off of Year 3 rate)
FOURTH YEAR	(First Day of 4th Year)		48.60	93%			(Based off of Year 4 rate)

\*\*\*2017 2018 Hourly Rates\*\*\*

Effective 5/1/2019 (2.25%)						
	Start	6 Mos.	Year 1	Year 2	Year 3	Year 4+
			Service Yr			
Water - Operator/Maintenance	29.96	30.46	30.96	31.46	31.96	32.46
License D	30.45	30.95	31.45	31.95	32.45	32.95
License C	32.92	33.42	33.92	34.42	34.92	35.42
License B	33.45	33.95	34.45	34.95	35.45	35.95
Water - Chief Operator	35.53	36.03	36.53	37.03	37.53	38.03
Waste Water - Operator/Maintenance	29.96	30.46	30.96	31.46	31.96	32.46
Class IV	30.45	30.95	31.45	31.95	32.45	32.95
Class III	32.92	33.42	33.92	34.42	34.92	35.42
Class II	33.45	33.95	34.45	34.95	35.45	35.95
Class I	34.53	35.03	35.53	36.03	36.53	37.03
Waste Water - Chief Operator	35.53	36.03	36.53	37.03	37.53	38.03
Lab Manager	35.53	36.03	36.53	37.03	37.53	38.03
Lab Tech A	33.65	34.15	34.65	35.15	35.65	36.15
Lab Tech B	25.38	25.88	26.38	26.88	27.38	27.88
Meter Technician	28.32	28.82	29.32	29.82	30.32	30.82
Meter Reader	24.20	24.70	25.20	25.70	26.20	26.70

<b>Effective 1/1/2020 (2.25%)</b>							
	Start	6 Mos.	Year 1	Year 2	Year 3	Year 4+	
			Service Yr				
Water - Operator/Maintenance	30.69	31.19	31.69	32.19	32.69	33.19	
License D	31.19	31.69	32.19	32.69	33.19	33.69	
License C	33.72	34.22	34.72	35.22	35.72	36.22	
License B	34.26	34.76	35.26	35.76	36.26	36.76	
Water - Chief Operator	36.37	36.87	37.37	37.87	38.37	38.87	
Waste Water - Operator/Maintenance	30.69	31.19	31.69	32.19	32.69	33.19	
Class IV	31.19	31.69	32.19	32.69	33.19	33.69	
Class III	33.72	34.22	34.72	35.22	35.72	36.22	
Class II	34.26	34.76	35.26	35.76	36.26	36.76	
Class I	35.37	35.87	36.37	36.87	37.37	37.87	
Waste Water - Chief Operator	36.37	36.87	37.37	37.87	38.37	38.87	
Lab Manager	36.37	36.87	37.37	37.87	38.37	38.87	
Lab Tech A	34.46	34.96	35.46	35.96	36.46	36.96	
Lab Tech B	26.01	26.51	27.01	27.51	28.01	28.51	
Meter Technician	29.01	29.51	30.01	30.51	31.01	31.51	
Meter Reader	24.80	25.30	25.80	26.30	26.80	27.30	

<b>Effective 1/1/2021 (2.25%)</b>							
	Start	6 Mos.	Year 1	Year 2	Year 3	Year 4+	
			Service Yr				
Water - Operator/Maintenance	31.44	31.94	32.44	32.94	33.44	33.94	
License D	31.95	32.45	32.95	33.45	33.95	34.45	
License C	34.53	35.03	35.53	36.03	36.53	37.03	
License B	35.09	35.59	36.09	36.59	37.09	37.59	
Water - Chief Operator	37.22	37.72	38.22	38.72	39.22	39.72	
Waste Water - Operator/Maintenance	31.44	31.94	32.44	32.94	33.44	33.94	
Class IV	31.95	32.45	32.95	33.45	33.95	34.45	
Class III	34.53	35.03	35.53	36.03	36.53	37.03	
Class II	35.09	35.59	36.09	36.59	37.09	37.59	
Class I	36.22	36.72	37.22	37.72	38.22	38.72	
Waste Water - Chief Operator	37.22	37.72	38.22	38.72	39.22	39.72	
Lab Manager	37.22	37.72	38.22	38.72	39.22	39.72	
Lab Tech A	35.29	35.79	36.29	36.79	37.29	37.79	
Lab Tech B	26.65	27.15	27.65	28.15	28.65	29.15	
Meter Technician	29.72	30.22	30.72	31.22	31.72	32.22	
Meter Reader	25.41	25.91	26.41	26.91	27.41	27.91	

<b>Effective 1/1/2022 (2.25%)</b>							
	Start	6 Mos.	Year 1	Year 2	Year 3	Year 4+	
			Service Yr				
Water - Operator/Maintenance	32.21	32.71	33.21	33.71	34.21	34.71	
License D	32.73	33.23	33.73	34.23	34.73	35.23	
License C	35.37	35.87	36.37	36.87	37.37	37.87	
License B	35.94	36.44	36.94	37.44	37.94	38.44	
Water - Chief Operator	38.09	38.59	39.09	39.59	40.09	40.59	
Waste Water - Operator/Maintenance	32.21	32.71	33.21	33.71	34.21	34.71	
Class IV	32.73	33.23	33.73	34.23	34.73	35.23	
Class III	35.37	35.87	36.37	36.87	37.37	37.87	
Class II	35.94	36.44	36.94	37.44	37.94	38.44	
Class I	37.09	37.59	38.09	38.59	39.09	39.59	
Waste Water - Chief Operator	38.09	38.59	39.09	39.59	40.09	40.59	
Lab Manager	38.09	38.59	39.09	39.59	40.09	40.59	
Lab Tech A	36.14	36.64	37.14	37.64	38.14	38.64	
Lab Tech B	27.31	27.81	28.31	28.81	29.31	29.81	
Meter Technician	30.45	30.95	31.45	31.95	32.45	32.95	
Meter Reader	26.04	26.54	27.04	27.54	28.04	28.54	

**ANNEX A, cont'd**

**Tanker Endorsement:** New hires or transferees into Water or Water Reclamation Department must acquire endorsement within 6 months and existing employees within 12 months.

**Water/Wastewater Training/Certification:**

~~An employee who is hired or transferred into one of the following positions after May 1, 2008, shall, as a condition of continuing employment acquire the following certifications within 2 years following the minimum time required for such certification (modified to comply with any changes in the State's requirements):~~

~~Water: Class C – 3 years  
Wastewater: Class II – 8 years~~

~~The City reserves the right to extend for up to 6 months the time for certification~~

~~1. In addition to the employee's individual efforts, the City shall purchase and make available to the employees the self-study training courses and resources from Environmental Resources Training Center (ERTC). Further, the City shall provide no less than 24 hours per year of formal training (paid time). The City shall be responsible for recording the hours spent by each employee receiving said formal training to document that the affected employees were provided the best opportunity to achieve the required certifications.~~

2.1 The following additional incentives shall be paid upon completion of respective certifications, and are included in the pay rate for each position in the Annex A Pay Grade Schedule, above the basic entry level position:

**Wastewater**

Class IV	add 1.5%
Class III	add 7.5% for total of 8.5%
Class II	add 1.5% for total of 10.5%
Class I	add 3% for total of 13.5%

**Water**

Class D	add 1.5%
Class C	add 7.5% for total of 9%
Class B	add 1.5% for total of 10.5%

**Commented [GV10]:** City proposes to remove training requirements

**Commented [GV11]:** Ensure reflected in redrafted wage scale

\*\* Contractual increases shall be computed upon the employee's base rate plus certification incentives

**One-time Licensing Bonuses**

\$2500.00 stipend for obtaining Operator in Training status with IEPA for Class B License.

\$3500.00 stipend for obtaining Operator in Training status with IEPA for Class I License.

**ANNEX B**

**WORK SCHEDULES**

The established scheduled starting and quitting times, meal periods and days to work for each operating unit are as follows:

Category	Start	Hrs to Work	Finish	Meals Minutes	Days of Week
<b>Generation Plants (Includes Diesel, Peakers, Steam and Gas Turbines)</b>					
Non-Shift	7:00am		3:30pm	30 unpaid	Mon-Fri
1st Shift	7:00am		3:00pm	30 paid	Swing
2nd Shift	3:00pm		11:00pm	30 paid	Swing
3rd Shift	11:00pm		7:00am	30 paid	Swing
<b>Electric Distribution</b>					
Non-Shift	7:00am		3:30pm	30 unpaid	Mon-Fri
Meter Reader A	7:30am		4:00pm	30 unpaid	Mon-Fri
Meter Reader B	7:30am		4:30pm	60 unpaid	Mon-Fri
<b><del>Water Division</del></b>					
<del>Non-Shift 1</del>	<del>7:00am</del>		<del>3:30pm</del>	<del>30 unpaid</del>	<del>Mon-Fri</del>
<del>Non-Shift 2</del>	<del>7:00am</del>		<del>3:30pm</del>	<del>30 unpaid</del>	
<b><del>Wastewater Division</del></b>					
Non shift	7:00am		3:30pm	30 unpaid	Mon-Fri
Non-shift	6:00am		4:30pm	30 unpaid	Mon-Thurs
Non-shift	6:00am		4:30pm	30 unpaid	Tues-Fri
Non-shift	6:00am		4:30pm	30 unpaid	Sun-Wed
Non-shift	6:00am		4:30pm	30 unpaid	Wed - Sat

~~a. The Water Division employees as of May 1, 2000 shall be grandfathered to work the Monday – Friday (7:00a.m. – 3:30 p.m.) schedule as long as those employees continue to remain employed in their present positions and schedule. In the event one of those employees elects to accept another position or work schedule, the grandfathering shall be terminated with respect to that employee.~~

~~b. Provided there are at least 3 employees in the Water Division, no less than 3 employees shall be on the Monday/Friday schedule.~~

**ANNEX C**

**HOLIDAY OBSERVANCE DATES**

The bargaining unit is comprised of employees who are regularly scheduled to work either a seven (7) day week schedule or a five (5) day business week schedule. The day on which a paid holiday provided in Article 15 shall be observed is determined by an employee's regular schedule:

**A. Seven (7) Day Week Schedule**

<b>HOLIDAY</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
New Year's Day						
Good Friday						
Memorial Day						
Independence Day						
Labor Day						
Columbus Day						
Veteran's Day						
Thanksgiving						
Thanksgiving						
Christmas Eve						
Christmas Day						
New Year's Eve						

Seven (7) Day Work Week Schedule

<b>HOLIDAY</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
New Year's Day	-	January 1	January 1	January 1
Good Friday	-	April 10	April 13	April 15
Memorial Day	May 27	May 25	May 31	May 30
Independence Day	July 4	July 4	July 4	-
Labor Day	September 2	September 7	September 6	-
Columbus Day	October 14	October 12	October 11	-
Veteran's Day	November 11	November 11	November 11	-
Thanksgiving	November 28	November 26	November 25	-
Thanksgiving	November 29	November 27	November 26	-
Christmas Eve	December 24	December 24	December 24	-
Christmas Day	December 25	December 25	December 25	-
New Year's Eve	December 31	December 31	December 31	-

**B. Five (5) Day Business Week Schedule**

<b>HOLIDAY</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
New Year's Day						
Good Friday						
Memorial Day						
Independence Day						

Labor Day						
Columbus Day						
Veteran's Day						
Thanksgiving						
Thanksgiving						
Christmas Eve						
Christmas Day						
New Year's Eve						

Five (5) Day Work Week Schedule

HOLIDAY	2019	2020	2021	2022
New Year's Day	-	January 1	January 1	January 3
Good Friday	-	April 10	April 13	April 15
Memorial Day	May 27	May 25	May 31	May 30
Independence Day	July 4	July 3	July 5	-
Labor Day	September 2	September 7	September 6	-
Columbus Day	October 14	October 12	October 11	-
Veteran's Day	November 11	November 11	November 11	-
Thanksgiving	November 28	November 26	November 25	-
Thanksgiving	November 29	November 27	November 26	-
Christmas Eve	December 24	December 24	December 24	-
Christmas Day	December 25	December 25	December 27	-
New Year's Eve	December 31	December 31	December 30	-