



**The City of Geneva  
Streets/Fleet**

**And**

**Local Union 196  
International Brotherhood of Electrical  
Workers**



**5-1-2018 – 4-30-2022**

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## **AGREEMENT**

This agreement is entered into this \_\_\_\_ of July, 2018, by and between the City Council of the City of Geneva, Illinois hereinafter called "City" or "Employer", and Local No. 196 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter called "Union".

Inasmuch as the Employer and the Union desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and with the view of securing harmonious cooperation and for settling of any disputes without interruption of work, it is agreed as follows:

### **ARTICLE 1**

#### **RECOGNITION AND REPRESENTATION**

##### **Section 1 - Recognition**

The City recognizes the Union as the sole collective bargaining agent for all full-time Street Maintenance Lead Workers, Street Maintenance Workers, and Fleet Maintenance Technicians within the Public Works Department of the City of Geneva, but excluding all other employees of the City including Street Maintenance Supervisor, Fleet Maintenance Supervisor, Street Superintendent, and all other supervisory and managerial, part-time, temporary, and confidential employees as defined in the Illinois Public Labor Relations Act, 5 ILCS 315 (2012) as amended (Act).

##### **Section 2 - Union Rights**

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

##### **Section 3 - Union Representatives**

The Employer agrees to permit representatives of the IBEW Local 196 to have reasonable access to the premises of the Employer for the purpose of representing employees pursuant to the provisions of this Agreement. The internal business of the Union shall be conducted during the non-duty hours of the employee involved. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

##### **Section 4 - Union Officers**

A written list including the Union Steward and other officers and representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes, provided that the Union shall not designate more than one Steward.

##### **Section 5 - Time Off for Union Activities**

Any and all consultations between and among represented employees and/or the Union concerning Union business or the handling and processing of grievances shall take place in a manner which does not interfere with City operations. The Union Steward will be allowed reasonable time off during working hours without loss of pay to investigate and settle grievances provided that the Steward shall request permission from the Division Superintendent.



## **Section 6 - Non-Discrimination**

The Employer and Union agrees that there shall be no discrimination, interference, restraints or coercion by the Employer, Union or any of their agents, or servants on behalf of or against any employees because of membership in the Union. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliations or union membership.

No employee shall be discriminated against for any Union activities, or in anyway, so as to violate the letter or the spirit of this Agreement.

## **ARTICLE 2**

### **DUES DEDUCTION AND INDEMNIFICATION**

#### **Section 1 - Dues Deduction**

While this Agreement is in effect, the Employer will deduct from each employee's paychecks and forward to the Union in a manner determined by the City the regular union dues assessed by the Union for each employee in the bargaining unit who has filed with the Employer a voluntary, effective check-off authorization. If a conflict exists between the authorization form and this Article, the terms of this Article, and this Agreement, shall control.

Employees may revoke a dues check off authorization at any time upon thirty (30) calendar days' written notice to the Employer. The Employer shall advise the Union promptly upon receiving a revocation of dues check off authorization.

With respect to employees on whose behalf the City has not received written authorization as provided for herein, or who has revoked their dues check off authorization, the City shall deduct from the wages of the employees the fair share financial obligation.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues/fair share. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this Dues Deduction Provision. The Union may change the fixed uniform dues formula no more than twice each year during the life of the Agreement. The Union shall give the Employer thirty (30) calendar days' notice of any such change in the uniform dues.

#### **Section 2 - Fair Share**

An employee who, after the effective date of this Agreement, has not made application for union membership shall be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such fair share fee shall not exceed the uniform monthly dues paid by a member of the Union. The fair share fee shall be uniform for each employee (who is subject to the obligation to pay the fair share fee). The Union may change the fixed uniform dollar amount of the fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) calendar days' notice of any change in the amount of fair share fees to be deducted.

**Section 3 - Indemnification**

The Union shall indemnify and hold harmless the Employer, their appointed and elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of the provisions of this Article.

**Section 4 - Union Duty of Fair Representation**

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

**ARTICLE 3**

**LABOR MANAGEMENT MEETINGS**

**Section 1 - Meeting Request**

A meeting between the Employer and the Union may be requested by written notice given at least seven (7) days in advance specifying a desire to hold a "labor management meeting." Such meetings shall be limited to:

- 1) A discussion on the implementation and general administration of this Agreement;
- 2) A sharing of general information of interest to the parties;
- 3) A desire by the City to notify the Union of changes in non-contractual conditions of employment contemplated by the City which may affect represented employees; and/or
- 4) Safety issues.

**Section 2 - Exclusivity**

Such meeting shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**Section 3 - Attendance**

The Union may designate up to two (2) bargaining unit employees to attend such meetings, unless otherwise mutually agreed upon. Such meetings shall be chaired by whichever party requested the meeting. There shall be no loss of regular straight time wages for attendance by the two (2) bargaining unit employees during the employee's regular hours of duty.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

**Section 1 - Management Rights**

All functions of management in the operations of Employer shall retain the sole right and authority to direct the affairs of the Employer in all its various aspects, and the

direction of its employees which are not limited by the express language of this agreement, are exclusively vested in and retained by Employer, including but not limited to all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement. Such rights include, but are not limited to, the following: the right to determine the means, methods, organization and number of personnel by which operations are conducted and place of operations; to decide what work or services shall be performed by employees; to hire; to discipline or discharge non-probationary employees for just cause and employees during their probationary period without cause; to transfer, promote or relieve employees from duty because of lack of work or for other legitimate reasons; to maintain discipline, order and efficiency; the right to make and enforce reasonable work rules, regulations, safety rules and procedures; to introduce new and improved methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities; provided this will not be used for purposes of discrimination against employee's membership in the Union; to schedule and assign work, to assign overtime; as established in the attached document; to contract out work as long as such contracting out does not directly result in layoffs or part timing of full time employees who are otherwise qualified to perform the work without additional training or the need for equipment not in the City's possession; to take necessary actions to carry out the mission of the Employer in the event of a civil emergency as may be declared by the Mayor or the Mayor's designee. It is the sole discretion of the City Mayor, or designee to determine if/when civil emergency conditions exist which may include, but not limited to, riots, civil disorders, severe weather events, or other catastrophes. It is understood that at no time shall the Employer jeopardize the health and / or safety of any employee in the event of a civil emergency.

## **ARTICLE 5**

### **HOURS OF WORK & OVERTIME**

#### **Section 1 - Workday and Workweek**

The regular work day for bargaining unit employees shall normally consist of eight (8) hours and the regular workweek shall normally be forty (40) hours in a City workweek (Sunday 12:00 a.m. to 11:59:59 p.m. Saturday). Working hours for the bargaining unit is 7:00 a.m. to 3:30 p.m. with a 30 minute unpaid meal period, Monday through Friday. Employees required to attend training or seminars will work the hours for which the actual training or seminar is scheduled, less any scheduled seminar/training break periods.

#### **Section 2 - Schedule Changes**

The Union and Employer recognize that there are times in which it is necessary to establish schedules departing from the normal work day, normal workweek, or the normal work cycle, or to temporarily change the normal work schedule of an employee or employees. During snow clean-up, parking lot maintenance, or for City Festivals (i.e. Swedish Days, Geneva Arts Fair, Festival of the Vine, Concours d' Elegance, and Christmas Walk), the City will give employees the option to volunteer for such assignments with forty-eight (48) hours advance notice. If there are no volunteers, the City reserves the right to require employees to work the revised schedule based upon

reverse seniority.

### **Section 3 - Overtime**

Employees shall be paid time and one-half the regular straight time rate of pay for all approved hours worked in excess of forty (40) hours in the City workweek. Time worked on Sundays and allowable holidays (Article 9 Section 2 of this agreement) shall be paid at double time rate. Time worked beginning at midnight and ending at 6:59 a.m. shall be paid at the double time rate except when conducting snow plowing operations. In which case, such time worked shall be paid at time and one-half the regular straight time rate of pay. Reasonable advance notice, under the circumstances will be given for scheduled overtime work. Hours worked shall not include any uncompensated period - or unpaid time off, but shall include vacation, holidays, comp time, safety day, personal days, and funeral leave.

### **Section 4 - Overtime Distribution and Scheduling**

The Employer agrees to distribute overtime as equally as possible among those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize they have an obligation to the community to provide services and this obligation may require the working of overtime.

Maintenance related overtime will not follow the overtime list if the crew to whom the job has been assigned can be scheduled at the necessary time. If some members of the crew to whom the job has been assigned will not be available and/or additional personnel are required, the standby team list shall be followed.

Overtime assignments during the winter months shall be determined by Section 6, Standby.

For unscheduled overtime work outside of the winter months, the City shall use a rotating seniority list. The most senior employee shall be placed at the top of the list in Week 1, the next most senior employee will be placed at the top of the list in Week 2, etc. The list shall continue from its current place in the rotation (i.e., the list will not reset on May 1<sup>st</sup>, upon contract ratification, or upon any other triggering event). Employees will be allowed to volunteer for overtime in the order in which they appear on the list, provided they are qualified to work the assignment. Employees will remain in their designated position on the list for the entire week, regardless of whether they accept or reject any overtime opportunities. Each week, the list will advance by one person. The most senior employee will move to the bottom of the list, the second most senior employee will move to the top of the list, and so on.

In the event insufficient volunteers are found to work unscheduled overtime through the methods described above, the City reserves the right to require overtime. The City order employees on the rotating overtime list. If employees are ordered on the rotating list, the City will begin by ordering employees at the top of the list, provided they are qualified to work the assignment. (i.e., in the same order employees were offered voluntary overtime. The City may bypass employees who are scheduled off on vacation, personal, comp time or sick time for the day in question or in cases where the employees would suffer undue hardships. Non-bargaining unit personnel may continue

to perform work as performed by the bargaining unit personnel consistent with the current (as of the date of this agreement) practice.

When a new employee joins the bargaining unit, the employee will not be placed on the overtime rotation until the Superintendent or his designee certifies that the employee is qualified to work independently. When the Superintendent certifies that the employee is qualified to work independently, the employee will be placed at the bottom of the overtime rotation and will advance through the rotation week-to-week on the same basis as all other employees.

For scheduled overtime work (defined as overtime known at least 48 hours in advance) outside of the winter months, employees will be offered overtime on a strict seniority basis, provided they are qualified to perform the work. If there are insufficient volunteer, the City can order employees to work the overtime on a reverse seniority basis.

### **Section 5 - Call Back Time**

A minimum of two (2) hours at applicable rate shall be paid to employees called back to work after having been released after their regularly scheduled work day. Such call-in time shall start when the employee begins work and shall end when the employee is released from work

On call-ins that are prearranged for work prior to the employee's regular hours, when the employee then continues with regular hours of work or where same occurs during noon hour, only actual time at overtime rates apply.

Employees who are called out shall respond not only to one initial callout, but shall also make themselves available, at no additional expense to the Employer, to respond to any other callout during that two hour period, as long as the employee has not left City property. Should the duration of the second call extend beyond the two hour period, the employee shall receive the applicable rate of pay for any additional hours worked.

### **Section 6 - Standby**

Employees required to be on "standby" shall be compensated four and one-half (4 1/2) hours pay per day at straight time for standby duty on Saturday, Sunday, or any holiday officially designated in this Agreement. Employees required to be on "standby" shall be compensated two (2) hours pay at straight time for standby duty for each weekday, Monday through Friday. If called for duty, the employee shall receive compensation for time worked as called for in Section 5 of this Agreement. On-call time shall start on Monday at 7:00 a.m. and conclude the following Monday at 7:00 a.m.

During the winter months, the Employer shall decide when employees will be placed on a standby rotation. Once the standby rotation has begun, employees will remain on the standby rotation until the snow plowing season is no longer required as determined by the City.

The existence of standby shall not preclude an employee from taking vacation provided the employee is able to provide a back-up to the employee, from City approved

back up list.

The City shall maintain its practice of posting the on-call schedule.

**Section 7 - Compensatory Time**

Employees may earn compensatory time in lieu of overtime pay. For an employee to earn compensatory time, the employee must have worked at least forty (40) hours during the workweek (or the equivalent if the employee is on a schedule other than 40 hours per week). For each overtime occurrence, if employees agree to accumulate compensatory time instead of receiving overtime pay, they must receive consent to do so prior to accruing any compensatory time.

Upon completion of earning compensatory time, the employee must complete a payroll adjustment form, signed by the appropriate supervisor, which is to be submitted on a bi-weekly basis with time sheets to the Human Resources Office.

Compensatory time earned is the same rate as overtime earned; time and one half or double time. The maximum number of hours of compensatory time that can be accumulated by an employee is one hundred (100) hours. Compensatory time may be used at a minimum of one (1) hour increments and at a maximum increment of eighty (80) hours. Authorization of said time off must not unduly disrupt operations as determined by the authorizing supervisor. Employees must request, in writing, compensatory time leave at least one (1) week in advance of the requested time off. A notice of one (1) hour shall be given seasonally between the last week in October and the first week in April (weather permitting). Compensatory time earned in the current workweek is not available for use until the following workweek, otherwise it will be treated as flex time and paid at the straight hourly rate.

Employees are required to utilize their accrued compensatory time by the end of the fiscal year that follows the fiscal year in which the compensatory time is earned. In order to accommodate operations and budgetary concerns, Department Heads are authorized to make exceptions to the compensatory time policy only after consultation and approval from the Assistant City Administrator/Director of Administrative Services.

**Section 8 - Temporary Work at a Higher Classification**

A Street Maintenance Worker shall be designated as an acting Street Maintenance Lead Worker (Crew Leader) whenever the number of full-time collective bargaining unit employees, covered by this Agreement, in any one crew exceeds three (3) and there is an absence of a regular Crew Leader for a period of two (2) hours or more.

When an employee temporarily assumes the responsibilities of a Crew Leader as indicated in the above paragraph, the employee shall be compensated for all hours as acting Crew Leader in accordance with Article 15 of this Agreement.

**ARTICLE 6**

**SENIORITY, LAYOFF, RECALL**

### **Section 1 - Definition of Seniority**

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

New employees or re-employed employees whose seniority has been terminated shall serve a twelve (12) month probationary period with the Employer and during such period the Employer shall have the right to discipline or discharge, without cause. Employees who are continued in the service of the Employer after said probationary period shall be immediately credited with twelve (12) months seniority.

### **Section 2 - Termination of Seniority**

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

- A. When laid off for a period equal to one (1) year, or the employee's seniority, whichever is less.
- B. When an employee resigns his employment with the Employer.
- C. When an employee is discharged; for just cause.
- D. When an employee fails to return to work within two (2) days after written notice, by registered mail, to the employee's last known address, requesting such return.
- E. When an employee fails to report for work on three (3) successive work days without notifying the Employer.
- F. Failure to return to work immediately after doctor's release from sick leaves.
- G. Failure to return to work on stated date after authorized leaves of absence.

### **Section 3 - Layoff**

Should the City, in its discretion, determine it is necessary to lay off any employee, the employer shall give such employee or employees affected, a reasonable notice in advance. Layoffs on account of reduction of forces shall be made in the inverse order of the seniority of the employee within the occupational groups of those engaged in similar work covered by this agreement.

### **Section 4 - Recall**

If after layoff, a vacancy occurs, the laid off employee(s) shall be afforded the opportunity of filling same in accordance with his seniority status, provided the employee has the requisite ability to perform the Employer's work in a satisfactory manner. Recall rights shall exist for two (2) years from the date the employee is laid off and will be waived if the employee accepts severance pay.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Director of Public Works of the intention to return to work within three (3) calendar days after receipt of notice and must present for duty assignment no later than seven (7) calendar days after receiving notice of recall. This time period can be mutually

extended. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the City with the employee's latest mailing address. If an employee fails to timely respond to a recall notice, the employee's name shall be removed from the recall list.

### **Section 5 - Promotions**

When a vacancy occurs in the bargaining unit which presents a promotional opportunity for bargaining unit members, the City retains the final right to determine whether or not the opening should be filled by whom. The City's review of an applicant's qualifications may include, but shall not be limited to the applicant's relevant training and experience, including demonstrated ability to deal with the requirements of the position, the applicant's past work record and annual evaluations, including discipline and attendance. In the event the skill, qualifications and experience of two or more applicants (internal or external) are equal, as determined solely by the Employer, an existing employee with greater seniority will be offered the position first.

### **Section 6 - Probationary Period Following Promotion**

When an employee is promoted from one bargaining unit position to another, the employee will be considered a probationary employee for the first six (6) months of actual work performed by the employee following the effective date of the promotion. An employee serving a promotional probationary period who wishes to return to the former job classification may return to the former position without any loss in seniority within twenty (20) calendar days or until an offer has been extended to a prospective employee. However, this "return right" shall not exceed thirty (30) calendar days. During the promotional probationary period, the City reserves the right to demote or transfer such employee with or without cause.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### Section 1 - Grievance Defined

For the purposes of the Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the interpretation or application of an express provisions of this Agreement.

#### Section 2 - Procedure

Grievances shall be raised and settlement attempted, pursuant to the following procedure:

Step 1. Any employee who has a grievance shall reduce it to writing, have it signed by the Steward, and shall be presented to the immediate non-bargaining unit supervisor. The grievance shall contain a complete statement of the facts, the provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of first occurrence of the event giving rise to the grievance. The supervisor shall give his written answer to the employee within seven (7) working days after the date of submission.

Step 2. If the immediate non-bargaining unit supervisor fails to answer the grievance, or if the answer does not resolve the dispute, the grievance shall be presented by the Union to the Division Superintendent within seven (7) working days following the immediate non-bargaining unit supervisor's answer in Step 1. The Division Superintendent shall investigate the grievance and provide a written answer within seven (7) working days after receipt of the grievance.

Step 3. If the Division Superintendent fails to answer the grievance, or if the answer does not resolve the dispute, the grievance shall be presented by the Union to the Department Head within seven (7) working days following the Division Superintendent's answer in Step 2. The Department Head shall attempt to adjust the grievance as soon as possible, but shall give his answer in writing to the Union within seven (7) working days after receipt of the grievance.

Step 4. If the Department Head does not answer the grievance in Step 3 or if the answer does not solve the dispute, the Union shall request a meeting with the City Administrator, designated within seven (7) working days of the answer in Step 3. The meeting shall be held at a mutually agreeable time and place. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the City Administrator or his designated representatives shall give the Union and the Employer's answer within fifteen (15) working days following their meeting.

### **Section 3 - Arbitration**

Grievances that are processed properly, but not adjusted between the Employer and the Union, as provided above, may be referred to arbitration upon written request of the Union made within ten (10) working days of the Employer's answer in Step 4. 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 on which arbitration is requested, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a list of five (5) arbitrators who are members of the National Academy of Arbitrators (NAA) and who have an office in Illinois, Indiana, or Wisconsin. From such list of arbitrators, the grieving party shall strike two (2) names and the Employer shall then strike two (2) names and 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 the FMCS.

In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to a maximum of five (5) calendar days prior to the date of the filing of the grievance.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement. The expenses of the arbitrator shall be shared equally by the parties, and such expenses may be at the request of either party, including the cost of a written transcript of the hearing. Each party shall bear all other expenses incurred by it in connection with the proceeding.

## **ARTICLE 8**

### **NO STRIKE OR LOCKOUT**

#### **Section 1 - No Strike/Lockout**

There shall be no stoppage of work by either strike or lockout because of any dispute over matters relating to the provisions herein, or during the time that any grievance or other matters are in dispute, while this agreement is in effect. All such matters must be handled in the manner later provided in this Agreement. Any employee who participates in a strike or other interruption of work may be disciplined and employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a concerted work stoppage. Only the question of whether an employee did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

## **ARTICLE 9**

### **ABSENCE FROM WORK**

#### **Section 1 - Funeral Leave**

Employees are granted up to three (3) consecutive days with pay, Monday through Friday, as funeral leave to attend the funeral or handle related family matters caused by the death of a member of his or her family - meaning spouse, child (natural,

adopted, foster, or stepchild), sister, brother, parent (including natural, step-mother, step-father, or legal guardian), mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild. Pay for funeral leave is considered as time worked for the purpose of computing overtime premium.

**Section 2 - Holidays**

The following holidays shall be observed:

<b>New Year's Day</b>
<b>Martin Luther King Jr. Day</b>
<b>Washington's Birthday (President's Day)</b>
<b>Spring Holiday</b>
<b>Memorial Day</b>
<b>Independence Day</b>
<b>Labor Day</b>
<b>Thanksgiving</b>
<b>Day After Thanksgiving</b>
<b>Christmas Eve Day</b>
<b>Christmas Day</b>

When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday. If a holiday falls on a Saturday or Sunday and the preceding or following day is also considered an official holiday, the designated observed City holiday shall be determined by the City.

To be eligible for holiday pay, the employee must work the scheduled day before and after the holiday, with the following exceptions:

- if the day before and/or after is a normal day off from duty.
- if the employee is on approved vacation leave, an approved personal day, approved safety day, approved compensatory time or funeral leave before and/or after the holiday.
- if the employee is absent due to illness on the day before or after a holiday.

NOTE: The Department Head has the discretion to require a confirmation from a medical doctor or other licensed health practitioner in this case.

**Section 3 - Personal Days**

Employees are provided with three (3) personal days as paid days off for personal business. An employee will be eligible for personal days after the completion of ninety (90) days' employment with the City, and thereafter personal days are earned on the employee's anniversary date.

With prior approval of the Department Head or designee, personal days may taken

in one (1) hour increments. Whenever possible, Employees shall request the personal day time off one (1) hour in advance through the immediate Supervisor for approval by the Department Head.

Unused personal days will not be allowed to be carried over into the next year (based on the employee's anniversary date). Personal days shall not be compensated for if they are not used as a paid time off from the employee's regular work schedule.

**Section 4 - Sick Leave**

Employees earn 3.6923 hours of sick leave each pay period (equivalent to eight (8) hours per month), except in the case of unpaid leaves of absences and while on Family and Medical Leave. Sick leave may be accumulated from year to year, with no maximum number of hours accrued. Earned unused sick leave shall not be compensated, other than upon retirement as outlined in the Personnel Policy Manual, upon separation of employment with the City. Sick leave shall not be considered as a privilege which an employee may use at his discretion but shall be allowed only in case of a necessity and actual sickness or disability of the employee or because of illness or birth in his immediate family or to meet physical examination appointments or other sickness preventive measures. To receive compensation while absent on sick leave, the employee shall notify his Division Superintendent in a reasonable time under the circumstances. When an absence is for more than sixteen (16) working hours, the employee may be required to file a physician's certificate certifying to the illness or disability of the employee. If a physician's certificate is requested, the Employer shall pay the cost of such office visit or examination which examination shall be made by the Employer's current Medical Examiner. Requests for information as required by the Family and Medical Leave Act are the responsibility of the employee and any such requests are based on federal or state law and are not a request of the City due to suspected misuse of sick leave.

Up to sixty (60) days of unused or accumulated sick leave will be paid upon retirement at the employee's regular rate upon formal application for retirement to the Illinois Employee Municipal Retirement Fund. Any sick leave pay out must comply with IMRF regulations.

If, upon investigation, any employee is found to have abused the intent of the sick leave privilege, he shall be subject to disciplinary action by the Employer and also by the executive Board of the Union.

Access to the Employer's Donated Leave Time Policy will be available to employees covered by this contract under the same terms and conditions as all other City non-union employees.

**Section 5 - Vacation**

Vacation allowances shall be earned on an employee's anniversary date, based upon completed years of continuous service as follow:

After one (1) year of employment	Ten (10) working days
After two (2) years of employment	Eleven (11) working days
After four (4) years of employment	Twelve (12) working days

After six (6) years of employment	Fifteen (15) working days
After ten (10) years of employment	Sixteen (16) working days
After eleven (11) years of employment	Seventeen (17) working days
After twelve (12) years of employment	Eighteen (18) working days
After thirteen (13) years of employment	Nineteen (19) working days
After fourteen (14) years of employment	Twenty (20) working days
After seventeen (17) years of employment	Twenty-one (21) working days
After twenty (20) years of employment	Twenty-three (23) working
After twenty-three (23) years of employment	Twenty-four (24) working days
After twenty-five (25) years of employment	Twenty-five (25) working days

The vacation time so chosen shall be subject to the approval of the head of the department or designee. Unused vacation leave may not be carried over to the next anniversary year.

A notice of five (5) working days shall be given to the Division Superintendent prior to the date chosen by the employee for vacation time. A notice of one (1) working day shall be given seasonally between the last week in October and the first week in April (weather permitting).

Upon separation from City employment, employees will be paid for any unused earned vacation leave, and accrued vacation leave on a pro-rata basis determined by years of service. Specifically excluded are all probationary employees who terminate, or are terminated, prior to the completion of their probationary period.

## **ARTICLE 10**

### **CLOTHING / EQUIPMENT**

#### **Section 1 - Clothing Allowance**

The employees covered by this Agreement will utilize or wear uniforms and/or standardized clothing as may be provided and/or required by the City.

Employees, who are required to wear standardized clothing, will be provided an annual allowance of \$400.00 to purchase clothing through the City's selected vendor. Employees have the option of purchasing additional items through the City at their own expense.—Any payments made directly to the employees will be taxed per IRS regulations.

Employees shall be required to care for and maintain their clothing and will be responsible for the return of the clothing and equipment purchased by the City in good condition, less normal depreciation. Employees who lose clothing items or who negligently or intentionally damage clothing items may be required to replace such items at their own expense.

The Streets Division Supervisor shall have the sole discretion to determine whether or not employees' clothing meets safety and appearance standards. Some type of clothing must cover the torso of the employee during all working hours.

**Section 2 - Protective Footwear**

Employees will be provided an annual allowance for protective footwear up to one hundred fifty dollars (\$150) for the purchase of approved protective footwear from the City's selected vendor. Employees have the option of purchasing protective footwear in excess of the annual allowance at their own expense. Any payments made to the employee shall be taxed per IRS regulations.

**Section 3 - Rain Protective Equipment**

Suitable rain protective equipment shall be furnished by the Employer for employees required to work out of doors in emergencies during inclement weather. The employees will be responsible for the return of such equipment in good condition, reasonable wear and tear expected.

**Section 4 - Safety Eye Protection**

The City agrees to provide non-prescription safety eyewear for all employees covered by this Agreement.

**Section 5 - Tools and Equipment**

The Employer shall furnish to the employee tools and equipment necessary to perform his duties and hand tools.

**ARTICLE 11**

**EDUCATION, TRAINING, GENERAL**

**Section 1 - Residency**

All employees shall live within twelve (12) miles of the corporate limits of the City (as measured by straight-line distances). One (1) year or more, at the discretion of the Director of Public Works, will be given to accomplish such relocation.

**Section 2 - Training**

When employees covered by the terms of this agreement are asked by the Employer to attend supplemental or ongoing training located within the Chicago metropolitan area, such employees shall be compensated for travel time to and from said training, minus their normal commute. Normal commute shall be defined as any travel time twenty (20) minutes from their point of departure. Time spent in training or travel shall be compensated in accordance with Article 5 of this agreement.

Employees selected to attend training outside the Chicago metropolitan area, or employees requesting to attend any training, shall be compensated in accordance with the Fair Labor Standards Act (FLSA). Such compensation shall be agreed upon by the Employer and the Employee before the training is scheduled.

### **Section 3 - Commercial Driver's License**

Employees covered by this Agreement, and required by their job description to hold a commercial driver's license, will be reimbursed the City-required portion of the license renewal fee not more than once every four years unless otherwise required by an Illinois governmental agency or department, in which case the City shall reimburse the full amount of the license renewal fee even if it had previously reimbursed the employee within the last four years.

### **Section 4 - Education Reimbursement**

Education Reimbursement: Employees are eligible for the same educational reimbursement program as all other non-union full-time employees of the City. This program is subject to funding by the City Council during the annual budget process.

### **Section 5 - Meal Allowance**

The City will provide one paid meal after twelve (12) consecutive hours worked (including any unpaid meal period). Meals will be paid at the rate of twelve dollars and fifty cents (\$12.50) per meal; payable on the next pay period and subject to tax per IRS regulations. If the meal is provided by the employer the employee will not be reimbursed the meal allowance.

Examples: 7am - 7pm = no meal

7am - 7:05 pm =1 meal

All meal periods require supervisor approval. Forty-five (45) minutes will be allowed for the meal break (including travel time). As such, meals must be taken during the employee's shift. The City will make every effort to release an employee for a meal, if in emergency situations this is not possible the meal allowance that has been earned but not taken shall be paid on the next pay period.

## **ARTICLE 12**

### **DISCIPLINARY PROCEDURES**

#### **Section 1 - Disciplinary Procedures**

The Employer shall have the right to discipline any non-probationary employee for just cause (probationary employees with or without cause). In the event any non-probationary employee is disciplined, such employee shall have the right to resort to the grievance procedure as provided for in this Agreement. Any employee found to have been unjustly discharged shall be reinstated to his job, with seniority rights, and shall be compensated at regular rate of pay for all time lost unless the arbitrator finds the employee should have been suspended without pay.

Discipline issued to an employee shall be specific After discipline has been received by the employee any grievance in connection therewith shall be taken up subject to the time limits in Article 7.

The Employer agrees to comply with the provisions of the Illinois Personnel Record Review Act, 820 ILCS 40/1 et. seq.

## ARTICLE 13

### HEALTH AND SAFETY

#### Section 1 - Fitness for Duty Examinations

During employment, any and all employees shall, for just cause, be subject to a physical and/or fitness for duty examination at the request of the City, with the expense of such examination to be borne by the City. A fitness for duty examination shall only be applicable to providing a safe work environment for the individual, the public, and/or his coworkers. The City will refer the employee to an individual or service that has specific training and credentials to perform such examination, and the individual or service provider will determine the required course of action. If the employee is not fit for duty, as determined by the selected professional, said employee will be subject to restricted duty, transfer, demotion or dismissal, paid or unpaid administrative leave. If unpaid administrative leave is determined by the City, the employee shall have the option of exhausting all accrued paid leave while recovering. If said employee is determined not fit for duty and the inability to work continues beyond six (6) months, the employee must make application for a second six (6) month leave of absence period, which shall not be unreasonably withheld, in order to continue his seniority rights. Nothing herein shall prevent the employee from voluntarily electing to pursue assistance through any programs offered by the City. Nothing contained in this Section shall excuse the City from any of their obligations to the ADA or FMLA.

#### Section 2 - Safety Day

Employees have the ability to earn a Safety Day as additional paid time off. The Safety Day is earned by serving twelve (12) consecutive months (one fiscal year) without being involved in an accident. The time period for earning a Safety Day shall be the fiscal year, May 1 to April 30. The Safety Day must be taken in the following fiscal year and be taken in a full day increment. An unused Safety Day shall not be allowed to be carried into the next fiscal year. For purposes of the Safety Day provision, an accident will be defined as:

- A. an injury incurred which required professional medical attention and loss of time at work, the latter interpreted as missing any part of the work day following the day the subject injury occurred or time missed on a subsequent date due to the accident-related injury; or
- B. an incident resulting in damage to City-owned or private property or equipment amounting to a value in excess of \$500.00.
- C. Department Safety Committees shall review accidents and make recommendations as to the eligibility for the Safety Day. Injuries and/or accidents as referenced above, and determined by the respective Department Safety Committee, to be the fault of the employee shall disqualify said employee from eligibility to earn a Safety Day. These recommendations are subject to final approval by the Department Head.

### **Section 3 - Drug and Alcohol Testing**

The parties agree that employees covered under his agreement are subject to discipline up to and including discharge for violations of such City policies currently in place as of the effective date of this agreement which cover drug and alcohol use and testing and that employees may be subject to such discipline for violations of the policy regardless of whether the employee is performing a safety-sensitive function. Any changes to the above mentioned policy other than those mandated by law shall be mutually agreed upon by the Employer and the Union. In addition to the City's current policies, any employee may be subject to drug or alcohol screening under the following conditions:

- 1) Post-Offer, Pre-employment;
- 2) If the employee is involved in a workplace accident, or is injured on the job;
- 3) If the employer has reasonable suspicion that the employee is under the influence drugs or alcohol; and
- 4) Random testing which complies with federal and state regulations relating to employees with Commercial Driver's Licenses (CDL).

### **Section 4 - Rest Period**

Unless an employee agrees otherwise, an employee will not be required to work more than sixteen (16) hours continuously in a 24 hour period, without being allowed an eight (8) hour rest period on or off site at the employer's discretion. The only exception to this practice is in situations of emergency as determined by the Director of Public Works 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 Supervisor's opinion the employee is mentally alert and shows no visible signs of exhaustion or fatigue. Employee who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined. If a rest period, under the provisions of this section extends into a basic work day, the employee may use leave without pay or paid leave (i.e. personal, vacation, compensatory time) to complete their normal workday.

### **Section 5 - Injury While on the Job**

Employees covered by this Agreement injured while in the performance of their duty, shall be entitled to worker's compensation benefits in accordance with state statute. The Illinois Workers' Compensation Commission is responsible for administering the law, providing information, assisting employees and employers, and resolving and disputes regarding employee's entitlement to benefits and amounts of benefits. An Employee may return to the former position upon recovery with full seniority rights, provided the employee is physically qualified to return to work. In case of employee's return, other employees moved up because of his absence will consent to such demotions or layoffs as may be necessary.

### **Section 6 - Injury While off the Job**

An Employee who suffers an off-the-job injury or illness and is unable to return to work after three consecutive sick days may be eligible for Family Medical Leave subject to the provisions of the Family and Medical Leave Act, the City's Family Medical Leave policy, and disability provisions under IMRF.

The City may provide suitable modified or light duty work for employees who are temporarily unable to return to work due to injury or temporary disability, pursuant to the City's light duty policy. There is no guarantee that work will be available for employees on restricted duties. The decision for restricted duty work depends solely upon the work being available, the decision of the Director of Public Works, and the employee's ability to do the work. Preference will be given to employees recuperation from work related illness or injury.

## **ARTICLE 14**

### **INSURANCE**

#### **Section 1 - Medical, Dental, Vision and Life Insurance Plans**

During the term of this Agreement, the City shall continue to make available to non-retired, full-time employees and their eligible dependents the same medical, dental, vision and basic life insurance plan(s) as provided for regular, full-time unrepresented employees. The City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical, dental, vision or life insurance (including, but not limited to, changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), so long as such changes are equally applicable to regular, full-time unrepresented employees.

During the term of this contract the employee will contribute the following toward the payment of medical, dental and basic life insurance premiums: employee plus one or family portion of medical insurance premium – employee pays 20%; employee portion of employee only medical insurance premium – 10%; family portion dental insurance premium – employee pays 50%; single dental – 0%; basic life insurance – 0%. The Vision Service Plan – employee pays 100%. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

#### **Section 2 - Cost Containment**

The City reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

#### **Section 3 - Terms of Policies to Govern**

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

#### **Section 4 - Right to Maintain Coverage While on Unpaid Leave or on Layoff**

An employee who is on an approved unpaid leave of absence or who is on layoff

with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage for as long as permitted under COBRA. The rights of employees on military leave to maintain coverage shall be governed by applicable state and federal law.

#### **Section 5 - IRC Section 125 Plan**

The City shall permit full-time employees to participate in the IRC Section 125 Plan offered to regular, full-time unrepresented employees of the City. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

#### **Section 6 - Employee Assistance Program**

For as long as the City of Geneva makes this service available to all City employees, it will be available to employees covered by this contract under the same terms and conditions as other City non-union employees.

#### **Section 7 - Miscellaneous**

Life insurance (one full year's wages, up to maximum amount covered by City's Policy), access to the City sponsored Health Fair and the deferred compensation plan will be available to employees covered by this contract under the same terms and conditions as all other City non-union employees.

#### **Section 8 - Travel Pay**

Members of this contract will be eligible to receive Travel and Business Expense reimbursement as described in Section 9.4 of the Personnel Manual.

### **ARTICLE 15**

#### **WAGES**

#### **Section 1 - Minimum and Maximum Wage Rates**

The minimum and maximum wage rates from 5-1-2018 through 4-30-2022 are set forth in Appendix A, attached. No employee's hourly rate shall be less than the minimum or exceed the maximum pay rate as set forth in Appendix A during the term of this Agreement.

#### **Section 2 - General Wage Adjustments**

The following wage schedule shall be in effect during the term of the contract:

- Effective 5/1/2018 and retroactive to that date, employees who are members of the bargaining unit at the time of ratification shall receive a 2.25% hourly rate increase up to the maximum of the wage scale. The maximum of the wage scale shall increase by 2.25%. There shall be no adjustment to the minimum range of the wage scale.

- Effective 5/1/2019, employees shall receive a 2.50% hourly rate increase up to the maximum of the wage scale. The maximum of the wage scale shall increase by 2.50%. There shall be no adjustment to the minimum range of the wage scale.
- Effective 5/1/2020, employees shall receive a 2.50% hourly rate increase up to the maximum of the wage scale. The maximum of the wage scale shall increase by 2.50%. There shall be no adjustment to the minimum range of the wage scale.
- Effective 5/1/2021, employees shall receive a 2.75% hourly rate increase up to the maximum of the wage scale. The maximum of the wage scale shall increase by 2.75%. There shall be no adjustment to the minimum range of the wage scale.

### **Section 3 - Performance Appraisals**

Performance appraisals shall be conducted annually at the end of the fiscal year (April) for all bargaining unit employees. Mid-year review shall be conducted in October or November of the fiscal year. Newly hired employees shall be evaluated at the end of their probationary period and upon their one-year anniversary.

Performance appraisals will not be used as the basis for wage increase; however, performance appraisals may be used for other performance based decisions, including specialized training, assignments, reassignments, and promotions.

### **Section 4 - General Provisions**

The minimum rate shall be the normal hiring rate, provided the City reserves the right to hire an experienced employee at a higher rate within the applicable job classification range. No employee will be compensated below the minimum wage rate or above the maximum wage rate for their job classification (with the exception of employees still in the probationary period). New employees will be eligible for a pay increase effective on completion of their first anniversary and then each May according to the wage schedule.

Employees who are promoted to a position in a higher grade shall receive an increase in pay to the minimum salary of the new grade or 7%, whichever is greater. Promoted employees will be eligible for a pay increase effective upon completion of their first anniversary and then each May thereafter according to the wage schedule.

There shall be no wage adjustments during negotiations for successor agreement or reopener negotiations.

## **ARTICLE 16**

### **PAYROLL AND PAYDAY**

#### **Section 1 - Pay Period**

The payroll period shall be defined as the two-week pay period beginning at 12:00 a.m. on Sunday and ending at midnight on the second Saturday following such

beginning.

**Section 2 - Payday**

Employees are required to submit appropriate payroll documentation to their Supervisor or Department Head, as directed. Payday shall be defined as no later than 3:30 p.m. the Friday following the completion of the payroll period.

**Section 3 - Errors on Payroll**

Errors on payroll (i.e. missed hours) will be corrected on the next scheduled pay day. If the error results in the employee receiving less than base pay, such corrections will be made as soon as possible upon request of the employee. Corrections not made by the next scheduled pay day will be made as soon as possible upon request of the employee.

**ARTICLE 17**

**COOPERATIVE EFFORTS TO MAINTAIN EFFICIENCY**

It is agreed that the Union will cooperate with the Employer in an effort to reduce to a minimum all practices which result in a loss of efficiency and needless expense. Inasmuch as "waste" is comprehensive in scope, it is impossible to enumerate all of the practices which might be involved.

However, specifically, the cooperation will include:

- A. Elimination of Waste of Time: Elimination of stopping work before the recognized lunch period or quitting time, and/or taking excessive time during coffee break periods.
- B. Elimination of Waste of Materials: Reduction of improper use of materials, scrap, and/or careless handling of materials.
- C. Conservation of Tools and Equipment: Elimination of careless handling or use of small tools and vehicles resulting in excessive wear, breakage, or loss.
- D. Reduction of Absenteeism: Reduction of excessive and unwarranted absenteeism and tardiness.
- E. Conservation of Supplies: Elimination of waste of everyday supplies such as gasoline, water, electricity, heat, etc.

**ARTICLE 18**

**COMPLETE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for the term of the Agreement. The Employer and Union, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated

to bargain collectively with respect to any subject matter referred to or covered by this Agreement. In so agreeing, 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 the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 19**

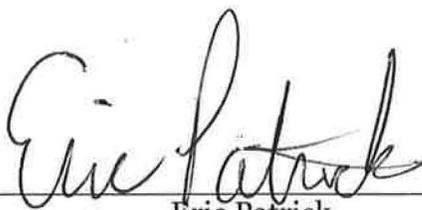
**DURATION**

This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April, 2022. It shall be automatically renewed from year to year thereafter unless either party desiring to change or terminate this Agreement must notify the other in writing, by registered mail, at least ninety (90) days prior to April 30th of any year. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Changes mutually agreed to by both the Employer and the Union may be made at any time.

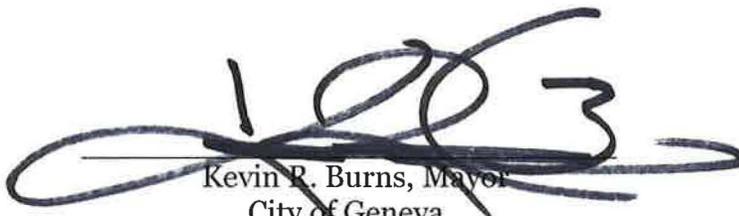
**APPROVAL OF AGREEMENT**

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

The Union will at all times use all legitimate means and its best efforts to further and protect the interests of the Employer.

  
Eric Patrick  
IBEW 196

Date: 7-20-18

  
Kevin R. Burns, Mayor  
City of Geneva

Date: 8/6/18

**APPENDIX A**

**WAGE RATES**

**Effective May 1, 2014- April 30, 2018**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Street Maintenance Worker</b>	<b>\$21.6712</b>	<b>\$32.6697</b>
<b>Street Maintenance Lead</b>	<b>\$26.3300</b>	<b>\$38.3513</b>
<b>Fleet Maintenance Technician</b>	<b>\$27.5100</b>	<b>\$40.1572</b>

