



**Agreement  
Between  
The City of Geneva**

**And**

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



**May 1, 2014 – April 30, 2017**

## INDEX

AGREEMENT .....	2
APPRENTICE.....	11
APPRENTICE WAGES .....	16
APPROVAL OF AGREEMENT .....	21
BENEFITS.....	20
COMMERCIAL DRIVER’S LICENSE.....	15
COMPLETE AGREEMENT .....	21
COOPERATIVE EFFORTS TO MAINTAIN EFFICIENCY .....	19
DISCHARGES – DISCIPLINE – DRUG & ALCOHOL POLICY .....	6
EDUCATION REIMBURSEMENT .....	21
FIRST AID KIT .....	10
FITNESS FOR DUTY EXAMINATIONS .....	8
FOREMAN'S PAY .....	10
FUNERAL LEAVE .....	10
GENERAL CONDITIONS GOVERNING OVERTIME SCHEDULING.....	22
GENERATION & FIBER OPTICS .....	17
GRIEVANCE PROCEDURE.....	3
HOURS-RATES OF PAY- .....	12
INCLEMENT WEATHER.....	19
INJURY WHILE OFF THE JOB .....	11
MANAGEMENT FUNCTIONS.....	12
MINIMUM HOURS.....	13
OVERTIME MEALS .....	14
OVERTIME WORK.....	13
PAID HOLIDAYS .....	8
PAYROLL AND PAYDAY .....	17
PRESCRIPTION SAFETY GLASSES .....	19
PROBATION – SENIORITY .....	4
RECOGNITION — EFFECTIVE DATE TERMINATION - AMENDMENTS.....	2
REST PERIOD .....	14
RUBBER GOODS .....	19
SAFETY DAY .....	9
SEVERANCE PAY.....	10
STANDBY.....	13
TOOLS AND EQUIPMENT.....	18
TRAINING.....	12
UNIFORM ALLOWANCE.....	15
VACATION PAY AND SICK LEAVE .....	7
WAGES.....	16

## **AGREEMENT**

This agreement is entered into this \_\_\_ day of October, 2014, by and between the City Council of the City of Geneva, Illinois hereinafter called "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:

### **RECOGNITION — EFFECTIVE DATE**

### **TERMINATION - AMENDMENTS**

1. The Union is recognized as the sole collective bargaining agent with respect to rates of pay, hours of employment and other conditions of employment, for all Union employees working in the Electric Utilities Division of the Employer.
2. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.
3. This Agreement shall take effect May 1, 2014 and shall remain in effect until April 30, 2017. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than ninety (90) days or more than one hundred eighty (180) days before midnight, April 30, 2017, or by a subsequent annual expiration date. Notices of termination required by this provision, if by the Employer, shall be addressed to the Union Business Agent, and if by the Union, to the Employer at the office of the City Administrator. Termination notices shall be considered to have been given as on the date shown on the postmark.
4. There shall be no stoppage of work by either strike or lockout because of any dispute over matters relating to the provisions herein, or during the time that any grievance or other matters are in dispute. All such matters must be handled in the manner later provided in this Agreement. Any employee who participates in a strike or other interruption of work may be discharged 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.
  - A. The Employer agrees that there shall be no discrimination, interference, restraints or coercion by the Employer or any of its agents, or servants on behalf of or against any of its 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.

5. 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.
6. Changes mutually agreed to by both the Employer and the Union may be made at any time.
  - A. The Union Steward will be granted reasonable time off during working hours without loss of pay to investigate and settle grievances provided that the officer or Steward shall request permission from his Division Superintendent. Permission will not be unreasonably withheld by the Division Superintendent or his designate.
  - B. 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.
  - C. The internal business of the Union shall be conducted during the non-duty hours of the employee involved.
  - D. The Employer agrees to permit representatives of the IBEW Local 196 to have reasonable access to the premises of the Employer, subject to security regulations.

### **GRIEVANCE PROCEDURE**

7. 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 the provisions of this Agreement.

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 his immediate non-bargaining unit supervisor. 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 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.

8. Arbitration. Grievances which are not submitted to the Employer within seven (7) working days after the occurrence of the event giving rise to the grievance and grievances which are not processed within the time limits set forth above shall be considered settled on the basis of the Employer's action on the last answer given. 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, then the Chicago office of the American Arbitration Association shall be requested to submit a list of five (5) arbitrators. 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 American Arbitration Association.

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.

#### **PROBATION – SENIORITY**

9. Seniority as used herein shall mean the length of service in continuous employment of the Employer. An employee's seniority shall date from the time of his 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 discharge for its own reasons or hire such employees. Employees who are continued in the service of the Employer after said probationary period shall be immediately credited with twelve (12) months seniority.

10. 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 his 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 his last known address, requesting such return.
  - E. When an employee fails to report for work on three (3) successive workdays without notifying the Employer.
  - F. Failure to return to work immediately after doctor's release from sick leave.
  - G. Failure to return to work on stated date after authorized leaves of absence.
11. In making promotions, or demotions, the following factors shall be used:
  - A. Ability to do the work measured by physical fitness, experience, training, skill, and demonstrated work habits; and
  - B. Seniority

Where, as measured by factor (A) two or more applicants are substantially equal, factor (B) shall govern. Final determination of ability shall be made by the Employer, except that any dispute which may arise in this connection shall be handled in accordance with the provisions of this Agreement for the settlement of grievances.
12. Any employee who is promoted shall be given a reasonable time, not to exceed sixty (60) days, to acquaint him with the job and prove his ability to fill same satisfactorily. Should any employee at the end of such probationary period prove unfit for the job to which he was promoted, he shall return to his former job without any loss of seniority. If, after a sixty (60) day period, the employer should subsequently demote such employee, he may return to his former job without loss of seniority.
13. Should it become necessary to lay off any employee on account of lack of work, the employer shall give such employee or employees affected, a reasonable notice in advance. If thereafter, 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.

14. 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.
15. If any employee covered by this Agreement is injured while in the performance of his duty as such, he shall be entitled to his former position upon his recovery with full seniority rights, provided he is physically qualified to return to work and provided his accident was not primarily due to his carelessness on his part. In case of his return, other employees moved up because of his absence will consent to such demotions or layoffs as may be necessary under the circumstances.

### **DISCHARGES – DISCIPLINE – DRUG & ALCOHOL POLICY**

16. No employee shall be discriminated against for any Union activities, or in any way, so as to violate the letter of the spirit of this Agreement.
17. The Employer shall have the right to discharge any employee at any time for a justifiable cause, such as incompetence, insubordination, dishonest, unprovoked assault of other employees or an Employer's representative during working hours, or violation of the Employer's drug and alcohol policy which are in place as of the signing of this agreement. 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 the event any employee is discharged or discriminated against, such employee shall have the right to resort to the machinery of adjustment provided for in this Agreement. Any employee found to have been unjustly discharged shall be reinstated to his job, with seniority rights, and he shall be compensated at his regular rate of wages for all time lost. If a claim involves Workers' Compensation, the City shall follow Illinois State Workers' Compensation Law.

Discipline issued to an employee shall be specific and in writing and must be delivered within seventy-two (72) hours from occurrence of the incident, or from when the occurrence was known to occur, excluding Saturdays, Sundays, and holidays or time off for sickness. After discipline has been received by the employee any grievance in connection therewith shall be taken up subject to the time limits in Section 7.

An employee shall be advised when any performance-related materials not submitted by the employee are added to the employee's official personnel file, located at the Human Resource Office. Any information of an adverse nature, outside of materials which were part of a disciplinary action which the City determines to be unfounded, shall be promptly removed from an employee's official personnel file, and may not be used against an employee in any future disciplinary proceeding.

The parties agree that oral or written warnings shall be disregarded in making determination of future disciplinary actions when more than two (2) years have passed since the prior action was taken and no subsequent disciplinary actions based on any type of offense have been taken in the meantime. Disciplinary actions resulting in suspension or loss of pay shall be disregarded in making determinations of future disciplinary actions when more than five (5) years have passed conditioned upon applicable remediation

efforts, if any (e.g. completion of substance abuse or anger management program, correction of poor attendance record) and no subsequent disciplinary actions based on any type of offense have been taken in the meantime.

**VACATION PAY AND SICK LEAVE**

18. Vacation allowances shall be earned on an employee’s anniversary date, based upon completed years of continuous service as follows:

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 days
After twenty-three (23) years of	Twenty-four (24) working days
After twenty-five (25) years of employment	Twenty-five (25) working days

19. Employees shall be allowed to pick vacation in order of seniority. The vacation time so chosen shall be subject to the approval of the Division Superintendent 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.

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.

20. Sick leave with full pay shall be credited to all regular employees at the rate of 3.6923 per pay period (equivalent to one (1) working day for each full month's service) and may be accumulated from year to year, with no maximum number of hours accrued. Earned, but 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 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 as any such request 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.

21. 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.

#### **FITNESS FOR DUTY EXAMINATIONS**

22. Prior to and during employment, any and all employee 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. This section will be subject to Sections 7 and 8 of this collective bargaining agreement.

#### **PAID HOLIDAYS**

23. The following holidays shall be observed:

<b>New Year's Day</b>
<b>Washington's Birthday (President's Day)</b>

<b>Good Friday</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>
<b>Three (3) Personal Days</b>

An employee will be eligible for personal days after completion of ninety (90) days of employment with the City, and thereafter personal days are earned on the employee's anniversary date. Whenever possible, the employees should request advanced notice through the Division Superintendent or designee. Personal days may be taken in one (1) hour increments with the Division Superintendent's or designee's approval.

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

Whenever 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. In case a holiday is observed on a day during a full week of the employee's regular vacation, an additional day off with pay shall be allowed for each holiday. 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 vacation, an approved personal day, 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.

**SAFETY DAY**

24. Each full-time Union employee will have the ability to earn a Safety Day should the employee serve twelve (12) consecutive months (one fiscal year) without being involved in an accident. 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.

#### **FUNERAL LEAVE**

- 25. 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.

#### **SEVERANCE PAY**

- 26. In the event a lineman's position is eliminated, severance pay will be provided up to three (3) months for employees who have been employed for over two (2) years but less than six (6) years, and up to six (6) months for employees with over six (6) years of employment; provided the employee is not re-employed to serve as a lineman within the City during the severance pay period.

#### **FOREMAN'S PAY**

- 27. Whenever the number of workers in any one line crew exceeds three (3) employees, there shall be a Line Foreman in charge of the crew. When a crew is working on energized primary lines, a Line Foreman must be with the crew on the site. The Line Foreman must be close enough to the working crew to permit supervision of the work.

When an employee takes the place of a Foreman for eight (8) consecutive hours, he shall receive the Foreman's rate of pay for all hours as acting Foreman. In the absence of the regular Foreman an acting Foreman will be appointed. The Employer shall utilize Foreman to prepare switching routines when working with contractors. Lineman assigned to inspect the work of contractors will not be asked to supervise or oversee crews.

#### **FIRST AID KIT**

- 28. All trucks must be equipped with a first aid kit recommended by a qualified safety authority.

## **INJURY WHILE OFF THE JOB**

29. If an employee, covered by this Agreement, is injured while not in the performance of his duty (outside of his working hours, on vacation, on weekends or on holidays) or becomes ill, and the illness or injury continues beyond six (6) months and the employee is not able to return to work, the employee must make application for a second six-month sick leave of absence period in order to continue his seniority rights. Medical certificates indicating that the employee cannot perform his assigned duties for his job classification will be required. Employees who become ill or incapacitated due to injury beyond one year must apply for re-employment with a statement declaring when he expects to be available. Any employee who is re-employed by the Department shall maintain the record of seniority, which he possessed prior to the employee's incapacitation. However, seniority will not accumulate beyond the first year leave of absence for illness or injury specified in this article. An employee returning to work in accordance with this article shall return to his former classification. If the employee is not capable of performing his assigned duties, he will be given an opportunity for another job classification, provided that it is in accordance with his seniority, and another job is available. During incapacitation, seniority will not accumulate for sick leave or vacation time.

## **APPRENTICE**

30. An apprentice lineman's seniority as lineman starts when he has completed four (4) years of his apprenticeship, passes all tests, and is promoted to a lineman.
31. The apprentice lineman will be subject to the following work schedule during his apprenticeship.
- A. During the first six (6) months the apprentice will be permitted to work on dead secondary lines and frame poles.
  - B. During the second six (6) months the apprentice will be permitted to work on energized secondary lines, with a journeyman lineman on the same pole.
  - C. In the second year, the apprentice will be permitted to work on energized secondary lines and dead primaries, provided a journeyman is working on the job with the apprentice and his work is under the direct supervision of a Line Foreman. The journeyman need not be on the pole with the apprentice lineman.
  - D. In the third year, the apprentice shall do work according to the discretion of the Line Foreman. Work must be under the supervision of a journeyman lineman, or a Line Foreman but need not be by both. In this year the apprentice will not be permitted to work on energized primaries alone.
  - E. In the apprentice's fourth year, he will be permitted to work on energized primaries provided a journeyman lineman is on the same pole with him. Whenever the apprentice lineman works on energized primaries with a journeyman lineman, a Line Foreman must be in charge of the crew.

## **MANAGEMENT FUNCTIONS**

32. All functions of management of the operations of Employer and the direction of its employees which are not limited by the express language of this agreement, are exclusively vested in and retained by Employer, including but not limited to the right to determine the means, methods and place of operations; to decide what work or services shall be performed by employees: to hire; to discipline or discharge 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, without first bargaining with the Union, 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's electric utility, on work normally performed by the bargaining unit members, in the event of a civil emergency as may be declared by the Mayor or the Mayor's designee. 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.

## **HOURS-RATES OF PAY**

33. A normal work day for all employees working in the Electric Division is eight (8) hours. A normal work week is forty (40) hours and consists of five (5) consecutive eight (8) hour days, namely: Monday, Tuesday, Wednesday, Thursday, and Friday. Time of work shall be from 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m. for employees assigned to normal duties. 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. Such schedule adjustment, which shall be considered the normal work day, shall be discussed and set with the employee, at a minimum, forty-eight (48) hours in advance of the scheduled start of the training or seminar.

## **TRAINING**

34. When any employees covered by the terms of this agreement are asked to attend supplemental training by the Employer, such employee 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 Sections 33 and 34 of this agreement.

Employees selected to attend training, or employees requesting to attend 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.

## **OVERTIME WORK**

35. Time and one-half shall be paid for all overtime work, except for time worked on Sundays and allowable holidays (per paragraph 23 of this Agreement) and starting at midnight and ending at 6:59 A.M. which time shall be paid at double time rate. Reasonable advance notice, under the circumstances will be given for scheduled overtime work.

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 as 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.

## **STAND-BY**

35. The two employees on standby duty shall be paid as follows:

Four and one-half (4 ½) hours pay per day at straight time for standby duty on Saturday and Sunday. Four and one-half (4 1/2) hours pay at straight time for standby on any holiday or days celebrated as such. 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 paragraph 36 of this Agreement. The on-call list for the electric division shall be generated on a regular basis, and shall provide for equal rotation throughout the year. On-call time shall start on Thursday at 7:00 a.m. and conclude the following Thursday at 7:00 a.m.

Employees who are off on sick leave due to personal illness or injury shall not be eligible for standby duty for the days absent from work while on sick leave. When this occurs, management will designate a replacement utilizing the standby list unless the union provides an alternate volunteer.

## **MINIMUM HOURS**

36. A minimum of two (2) hours at time and one-half shall be paid to any regular employee who is called back to work after having been released after his regularly scheduled work day. Such call-in time shall start when the employee begins work and shall end when he 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.

- A. All employees shall live within twelve (12) miles of Geneva City limits regardless of whether on standby forces or not. One (1) year or more, at the discretion of the Division Superintendent, will be given to accomplish such relocation.
- B. Bargaining unit employees agree that two (2) employees that are not working under any restrictions as a result of Article 22 or "light duty" will be actively available for

standby duty. Of the two (2) employees actively available for standby, one (1) shall be designated for primary response with the second being called in by the primary only if necessary. Apprentice lineman shall be eligible for stand-by after satisfactory completion of two (2) years of apprenticeship and shall be on stand-by with a Foreman.

- C. Two (2) hours show-up time shall be paid to any bargaining unit employee who shows up for work and is unable to work due to weather conditions or other unforeseen circumstances. Two (2) hours pay shall be at the appropriate rate of pay.

### **REST PERIOD**

- 37. An employee who has worked more than sixteen (16) hours continuously, or more than eight (8) hours of overtime in a sixteen (16) hour period immediately preceding his basic work day shall, upon release, be entitled to an eight (8) hour rest period before he returns to work. If a rest period, under the provisions of this Section extends into a basic work day, the employee shall lose no time thereby.

If after fourteen (14) continuous working hours an employee is required to continue working, it shall be at the double time rate of pay.

### **OVERTIME MEALS**

- 38. Employees who are required to work overtime shall be eligible for a meal and/or meal money allowance based on the following provisions:
  - A. after working (actual work time) a minimum of two (2) hours immediately preceding the normal workday (with less than twelve (12) hours advance notice) an employee shall be eligible for a meal money allowance of \$15.00 and shall eat on the employer's time for the breakfast meal. An additional lunch meal allowance will not be provided by the Employer; or
  - B. after working (actual work time) a minimum of two (2) hours immediately following the normal workday (with less than twelve (12) hours advance notice) an employee shall be eligible for a meal money allowance of \$15.00; Employees working overtime at the GGF are not eligible for a meal money allowance or meal period, but will be permitted to obtain a meal en route to the facility and eat at the facility while performing said overtime work.
  - C. after each four (4) hours of non-scheduled (i.e., less than twelve (12) hours advance notice) overtime (including overtime at GGF). If the employee can be temporarily released for a meal, an allowance of \$15.00 shall be given and the employee shall eat on the employer's time. Employee will obtain and consume their meals within ½ hour (not including travel time), or longer if approved by Supervisor. The Employer will make every effort to release an employee for a meal, although there may be occasions where circumstances delay the break or do not permit it. If the employee cannot be temporarily released, the Employer shall either give the Employee the meal money allowance or will furnish a meal which shall be eaten on the Employer's time at the job

site within a maximum of one-half hour paid. The person in charge shall coordinate these meals. If the job is completed and a meal has been earned but not taken, the City will pay the meal money allowance and the one-half hour meal period at the applicable rate; or

- D. After working five (5) hours on a regular day off or on a holiday when the employee was given at least twelve (12) hours advance notice; an employee shall be allowed a one-half hour unpaid meal period on the job site.
- E. after working ten (10) hours on a regular day off or on a Holiday when the employee was given at least twelve (12) hours advance notice the employee shall be eligible for a meal money allowance of \$15.00.

### **UNIFORM ALLOWANCE**

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

Employees will be provided uniform FR shirt service and the option to purchase FR clothing items such as pants, shirts, sweatshirts, overalls, coveralls, and/or jacket up to an amount not to exceed four hundred dollars (\$400.00) per fiscal year. Employees have the option of purchasing additional items through the City at their own expense.

All clothing must be fire resistant cotton, wool, or any other natural fiber that does not promote flame spread. Employees shall be required to care for and maintain their uniforms and will be responsible for the return of the uniforms and equipment purchased by the City in good condition, less normal depreciation. Employees who lose uniform items or who negligently or intentionally damage uniform items may be required to replace such items at their own expense.

The Electric 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.

Employees will be provided an annual allowance for protective footwear in accordance with the City of Geneva Public Works Department Protective Footwear Policy. (This annual amount will change with the City wide protective footwear policy).

### **COMMERCIAL DRIVER'S LICENSE**

- 40. Non-probationary 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 City-required portion of the license renewal fee even if it had previously reimbursed the employee within the last four years. This provision will not apply to new hires that, as a requirement of employment, must have attained their commercial driver's license before commencing employment with the City of Geneva.

## WAGES

41. Wages shall be effective May 1 of each contract year\*:

	2%	2%	2%
<b>Position</b>	<b>FY 14-15</b>	<b>FY 15-16</b>	<b>FY 16-17</b>
Line Foreman	\$50.0106	\$51.0108	\$52.0310
Field Serviceman	\$50.0106	\$51.0108	\$52.0310
Journeyman Lineman	\$46.7670	\$47.7023	\$48.6563
Purchasing & Inventory Coordinator	\$33.5784	\$34.2500	\$34.9349
General Maintenance	\$30.6102	\$31.2224	\$31.8468

\* For FY 2014-2015 wages shall be retroactive to May 1, 2014 for all compensable hours.

## APPRENTICE WAGES

42. Wages for Lineman Helpers and Apprentices:

1st Six (6) Months	75% of Lineman Scale
2nd Six (6) Months	77% of Lineman Scale
3rd Six (6) Months	80% of Lineman Scale
4th Six (6) Months	83% of Lineman Scale
5th Six (6) Months	86% of Lineman Scale
6th Six (6) Months	89% of Lineman Scale
7th Six (6) Months	92% of Lineman Scale
8th Six (6) Months	95% of Lineman Scale

Apprentices will not be promoted to the next step until they have completed both the six month and all appropriate tests and workbooks required by the ALBAT program (or other approved apprenticeship program). The six month clock shall start upon completion of all requirements and not before.

Apprentices, who voluntarily separate employment with the Electric Division of the City of Geneva prior to being promoted to Lineman, shall repay the City, upon demand, the sum equivalent to the total cost expended to date for school and books. Apprentices, who voluntarily separate employment with the Electric Division of the City of Geneva within the following stated periods of time from the date of promotion to Lineman by the City, and as set forth below, shall repay the City, upon demand, the sum equivalent to the percentage of the total cost for schooling and books. This does not apply to any apprentice currently employed by the Electric Division as of May 1, 2011.

PERIOD	REPAYMENT PERCENTAGE
0 days – 180 days	100%
181 days – 360 days	75%
361 days – 540 days	50%

541 days – 720 days	25%
721 days – 1080 days	10%

### **GENERATION & FIBER OPTICS**

43. To the extent, if any, the Electric Division assigns employees to operate or maintain an electric generation system, one employee so assigned shall be paid that of a line foreman for each hour worked on the electric generation system where that employee is actually engaged in troubleshooting mechanical problems with the engine/generator and associated auxiliaries, performing routine generator maintenance or engaging in repairs to the engine/generator and associated auxiliaries. No additional pay will be received for maintaining any facility itself or transmission lines or operating a generator. The City has the right to contract out the maintenance or operations of City-owned generation facilities, without requiring a union employee to be present.

If additional assistance is needed for an electric generation system, the Supervisor shall be called. Any call-ins for assistance on electric generation are not obligated to follow the call-out list. If an employee not currently on standby, is called and unavailable, such employee will not be subject to discipline if unable to respond.

When one employee is assigned to the duties listed below the employee shall be paid that of a line foreman for each hour worked (without a Caterpillar employee present or a Foreman/Field Serviceman on duty) on the electric generation system where that employee is actually:

- A. engaged in troubleshooting mechanical problems with the engine/generator and associated auxiliaries;
- B. performing routine generator maintenance; or
- C. engaging in repairs to the engine/generator and associated auxiliaries.

The Electric Division is responsible for the development, construction, and/or maintenance of a fiber optic system and an electric generation system. Members of the bargaining unit may be cross-trained, as much as practical, for such purposes, tasks, duties, and responsibilities as may be required to develop, construct, and/or maintain such systems. Any such cross-training shall not be the basis for any increase in rates of pay under or during the term of this Agreement.

### **PAYROLL AND PAYDAY**

44. 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. 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.

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.

**Dues Deduction and Fair Share.** Each bargaining unit employee, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, shall join and remain a member of the Union or pay a fair share fee to the Union in an amount certified to the City by the Union. While this Agreement is in effect, the Employer will deduct from each employee's paychecks 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.

An employee may revoke his/her dues check off authorization at any time upon 30 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 any employee on whose behalf the City has not received written authorization as provided for herein, or who has revoked his or her 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 and fair share formula no more than twice each year during the life of the Agreement. The Union shall give the Employer thirty (30) days' notice of any such change in the uniform dues or fair share formula.

**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.

## **TOOLS AND EQUIPMENT**

45. For employees hired after May 1, 2014, the Employer shall provide to the employees for their use while on the job, all tools and equipment necessary to perform his duties, including all climbing gear (boots, lineman belt, and gaffs) but excluding personal hand tools (wrench, hammer, side cutters, skinning knife, and pliers). With the exception of normal wear and tear, if tools are broken on the job the employer will replace them. Tools must be turned in to the employer in order to receive a replacement tool or reimbursement for a replacement tool. If the tool is unable to be produced, then a written statement requesting

replacement and the reasons thereto must be submitted to the supervisor. 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.

### **INCLEMENT WEATHER**

46. During the normal workday when the regular assigned work for employees engaged in outside work is discontinued because of weather which the Employer determines inclement (normally defined as below 10 degrees Fahrenheit or rain, snow, sleet or hail which presents hazardous or dangerous working conditions to the employees), all employees affected shall be assigned work under shelter wherever possible. The Employer shall have the right to determine the type of work assigned under shelter. Nothing herein shall restrict the Employer from requiring employees to do their work outdoors despite inclement weather in cases of emergency, scheduled or unscheduled outages, and in the performance of essential duties including but not limited to locating, inspecting equipment and patrolling lines from a vehicle where practicable, and unloading materials delivered to Employer facilities.

### **RUBBER GOODS**

47. All rubber goods used for safety purposes shall be tested for hazardous conditions every six (6) months and be certified, with the date of the test to be marked on each article. Tools and equipment not returned shall be chargeable to the employee at cost.

### **PRESCRIPTION SAFETY GLASSES**

48. The Employer shall reimburse employees for one pair of prescription safety glasses, to a maximum of \$300, within a twenty-four (24) month period, or more frequently, if the employee's prescription warrants a change.

### **COOPERATIVE EFFORTS TO MAINTAIN EFFICIENCY**

49. 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.

## **BENEFITS**

50. Section A. Medical, Dental, Vision and Life Insurance Plan. 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 B. 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 C. 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 D. 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 E. 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 F: 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 G: 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 H: 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.

### **EDUCATION REIMBURSEMENT**

51. 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.

### **COMPLETE AGREEMENT**

52. This Agreement (together with any letters of agreement executed concurrently herewith) is the complete Agreement between parties and cancels all prior practices and agreements unless expressly stated to the contrary herein.

The non-economic provisions of the Employee's Personnel Manual adopted November 7, 1988, and amended through March 5, 2001, shall apply to and are incorporated by reference to this Agreement except those sections of said manual that exempt employees covered by a collective bargaining agreement. In the event of conflict in the terms or provisions of this Agreement and the Personnel Manual, this Agreement shall be controlling. The Employer and the Union shall each maintain a mutually signed copy of the Personnel Manual. No changes to the Personnel Manual shall be binding on the Union employees except by the express written and mutual consent of the Employer and the Union.

53. For purposes of this Agreement, the use of the word "he" shall be read as "he or she" and the use of the word "his" shall be read as "his or her".

### **APPROVAL OF AGREEMENT**

55. 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.

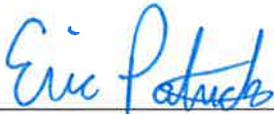
56. The Union will at all times use all legitimate means and its best efforts to further and protect the interests of the Employer.
57. It is understood that this Agreement is subject to the approval of the President of the International Brotherhood of Electrical Workers.
58. The Employer is interested in establishing an on-going Labor/Management Committee/Team.

## **GENERAL CONDITIONS GOVERNING**

### **OVERTIME SCHEDULING FOR LINEMAN**

1. All new construction overtime will follow the callout/standby list. When a foreman is required, the foreman who has organized the job will have the option of running the job. All additional required personnel will follow the callout list by required classification. New construction will be defined as all service related work for customers that have never been attached to the system. In the interest of efficiency if a job which has been started during the normal working hours overlaps into overtime hours the crew on the job will continue the work disregarding the callout/standby list.
2. Maintenance related overtime, both overhead and underground, 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 callout/standby list shall be followed. Maintenance related work will be defined as line rebuilds, pole change outs, all switch change outs, all transformer change outs, any existing service upgrades not related to new construction, etc.
3. In lieu of the above, the City reserves the right to post potential overtime work, provided if more employees sign up than are required, the City will utilize the standby/callout list, to determine who is assigned the work.
4. In the event insufficient volunteers are found through the methods described above, the City reserves the right to require overtime in the order of the callout/standby list for scheduled outages, inclement weather which the City believes necessitates callouts, where the protection of City property is at stake, and in circumstances where the City believes provision of electrical services to the public may be interrupted or delayed should the work not be performed.
5. The City may bypass employees who are scheduled off on vacation, personal or sick time for the day in question or in cases where the employees would suffer undue hardships.

This intent of this policy is to put into writing the general guidelines that have been followed throughout the years at the City of Geneva Electric Utility. It is not realistic to expect this policy to cover all circumstances which might arise but it should address normal day to day situations requiring overtime. Any circumstance which falls outside the above stated guidelines or requires clarification should be brought to a Supervisor for interpretation.



Eric Patrick  
IBEW 196

Date:

11-24-14



Kevin R. Burns, Mayor  
City of Geneva

Date:

11-17-14