

# CITY OF BATAVIA

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**DATE:** May 21, 2018  
**TO:** Mayor & City Council  
**FROM:** Wendy Bednarek, Director of Human Resources  
**SUBJECT:** Approval of Agreement between the City of Batavia and I.B.E.W. Local #196  
– Streets for January 1, 2018 to December 31, 2018

I.B.E.W. Local 196 (IBEW) union represents our Labors, Maintenance Workers, Mechanic and Crew Leaders in the Streets Division of Public Works. The collective bargaining agreement expired on December 31, 2017. Through good faith bargaining between the two parties, staff brings before the Council for consideration a new one (1) year agreement.

Staff received notice from the IBEW union that they ratified the tentative agreement on April 30, 2018. Below are the highlights of changes to the agreement:

- Article X Vacation: Allow for 10 days to be carried over from year to year.
- Article XI Holidays/Personal Days: Eliminate Veteran's Day as a Holiday and add one (1) additional Personal day in place of the holiday.
- Article XV Sick Leave: Updated to reflect IL Sick Leave Law
- Article XXII Clothing & Boot Allowance: Increase allowable reimbursed amount to \$400 and updated Safety Glasses Reimbursement language
- Article XXIV Wages:
  - 2.75% COLA increase effective January 1, 2018
  - Increase to Acting Crew Leader Pay to 10%
- Article XXV Educational Assistance: New Section to include bargaining unit in City Educational Assistance Policy

All other items remain unchanged. Staff is satisfied that the proposed changes will allow the City to remain competitive with wages and benefits. Staff is recommending the approval of the proposed tentative agreement between the City of Batavia and IBEW Local #196.

w/attachments: RES 18-67-R Authorize the execution of an Agreement between the City of Batavia and I.B.E.W. Local #196 - Streets  
Agreement between the City of Batavia and I.B.E.W. Local #196 (Street)  
January 1, 2018 – December 31, 2018

cc: Laura Newman, City Administrator  
Gary Holm, Public Works Director  
Scott Haines, Streets Superintendent  
Bill Kellum, Assistant Streets Superintendent  
Peggy Colby, Finance Director

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 18-67-R**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF BATAVIA AND THE I.B.E.W. LOCAL #196 - STREETS**

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, as follows:

**SECTION 1:** that the Mayor and City Clerk are hereby authorized to execute the collective bargaining agreement between the City and I.B.E.W. Local #196 attached hereto as Exhibit 1.

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, this 21<sup>st</sup> day of May 2018.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 21<sup>st</sup> day of May, 2018

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Stark				
5	Uher					Thehin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s) counted as _____					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

\_\_\_\_\_  
Ellen Posledni, City Clerk

AN AGREEMENT BETWEEN

CITY OF BATAVIA

AND

I.B.E.W. LOCAL #196  
(STREET)

EFFECTIVE

JANUARY 1, 2018 TO DECEMBER 31, 2018

APPROVED BY THE BATAVIA CITY COUNCIL ON

May 21, 2018

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## ARTICLE I

### PREAMBLE

This Agreement, reached this 21<sup>st</sup> day of M a y, 2018 between the City of Batavia, Illinois, hereinafter called "Employer," or "City," and Local Union Number 196 of the International Brotherhood of Electrical Workers hereinafter called "Union."

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 the desire to regulate the mutual relations between the parties with the view of securing harmonious cooperation and for the settling of any disputes.

The Union is recognized as the sole collective bargaining agent with respect to rate of pay, hours of employment and other conditions of employment, for all Union employees working in the position of Laborer, Maintenance Worker, Mechanic, and Crew Leader (or any other non-supervisory position as defined by the Illinois Labor Relations Act) in the Street Department for the Employer.

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

## ARTICLE II

### DURATION

#### Section 2.1 Duration

This Agreement shall take effect January 1, 2018, and shall remain in effect until December 31, 2018. It shall continue in effect from year to year thereafter, unless changed or terminated in the way later provided herein.

#### Section 2.2 Termination of Agreement

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 January 1, 2019. 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.

## ARTICLE III

### NOSTRIKE-NO 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 is in dispute. All such matters must be handled in the manner later provided in this Agreement.



## ARTICLE IV

### GRIEVANCE PROCEDURE

#### Section 4.1 Grievance Introduction

The City of Batavia agrees to meet with the duly accredited officers of the Union and/or its designees as outlined in this Article to resolve differences that may arise between the Employer and the Union. The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, and the meaning, interpretation or application of the provisions of this Agreement.

The following steps shall be followed in processing a grievance under this procedure:

#### Section 4.2 Step 1

The steward on a job in case of a grievance shall submit the matter to the Street Superintendent or designee, in writing, within fifteen (15) calendar days of the time the Union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance. The determination of the Superintendent or designee shall be in writing, and issued within ten (10) working days of the submission.

#### Section 4.3 Step 2

If the grievance is not resolved satisfactorily within ten (10) working days after the determination in Step 1, the Union shall submit the grievance in writing within said ten (10) working days to the Director of Public Works or his designee. The determination of the Public Works Director or designee shall be in writing, and issued within ten (10) days of the submission.

#### Section 4.4 Step 3

If the grievance is not resolved satisfactorily within ten (10) working days after the determination in Step 2, the Union shall submit the grievance in writing within an additional five working days to the City Administrator or his designee, whose decision shall be issued within ten (10) working days from submission. That decision shall be in writing.

#### Section 4.5 Step 4

If the grievance is not resolved satisfactorily after submission to Step 3, then either party may submit the matter to arbitration according to the procedures set forth in Article V. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the City Administrator or within twenty (20) working days after such decision was due.

#### Section 4.6 Withdrawal

A grievance which is not submitted within the requisite time limits for any particular step shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure. The time limits at any step may be extended by written mutual agreement of the parties.

#### Section 4.7 Grievances without Union

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

### ARTICLE V ARBITRATION

#### Section 5.1 Definition

If the representatives of the Employer and of the Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

#### Section 5.2 Selection

If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators, all of whom are members of the National Academy of Arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

### Section 5.3 Fees

The fees and expenses for the arbitrator's services, if any, shall be borne by the Employer if the arbitrator fully sustains the Union's grievance, by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensation its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

### Section 5.4 Personnel Files

The Employer's personnel files, disciplinary history and investigative files (except pending investigations), including all closed administrative and/or criminal files and files or documents related to performance and promotional evaluations, recommendations and assessments, relating to any employee covered by this Agreement shall be available for inspection by the employee, or Union representatives authorized by the employee during business hours and upon reasonable notification of such request.

While the City reserves the right to take into consideration the totality of an employee's employment history when making personnel decisions, the length of time between disciplinary issues will be given proper consideration before further discipline is issued. In addition, any subsequent positive improvements in an employee's performance and/or work habits will also be documented as part of an employee's work history and will be given full consideration in any future employment decisions. Nothing in this section shall be construed to limit the City's authority under the Management Rights Article of this agreement.

An employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information, which was provided with the specific request that it remain confidential.

In the event that the employee's files contain adverse material, then the employee shall be notified of the existence of said material, and shall have the right to have placed in the file a written rebuttal to the adverse material. Absent extenuating circumstances (e.g. new relevant information comes to light), the employee shall be given thirty (30) calendar days from the date of notification of the existence of said adverse material to file the rebuttal.

Any information of an adverse nature, which is unfounded, exonerated or otherwise not sustained shall not be maintained in any personnel file, nor used against any employee in any future proceeding.

## ARTICLE VI

### DUES DEDUCTION & FAIR SHARE

#### Section 6.1 Definition

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. The City shall continue to deduct Union dues, initiation fees and uniform assessments and transmit the same to the Union in the same manner as has been the practice of the parties. In the event that an employee covered by the terms of the Agreement shall not voluntarily sign a check-off authorization or in the event that an employee who has previously signed an authorization objects to a specific deduction or assessment, the employer shall make an involuntary check-off in the amount previously certified providing the Union specifies the method used in the calculation of the check-off amount to the employer by the Union as the fair share amount of collective bargaining costs, which shall not exceed regular Union dues, and promptly forward such sums to the Union provided such check-off is consistent with current law. Fair share deduction for new employees who do not voluntarily sign a check-off authorization shall commence within thirty (30) days after the employee's start day. Should an employee object to this procedure based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, that employee may be required to pay an amount equal to his fair share to a nonreligious charitable organization mutually agreed to by the affected employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the payments may be made to any of the following organizations: The Heart Fund, Muscular Dystrophy or the American Cancer Society. The Union shall indemnify and hold harmless the employer from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section.

#### Section 6.2 Certification

The Union shall certify to the City and provide the City with satisfactory proof of the amount of the "fair share" payment and the membership dues payment at least annually.

#### Section 6.3 Payment to the Union

The City shall pay the Union for the amounts withheld from each employee paycheck according to current practice. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

## ARTICLE VII

### SENIORITY & PROMOTIONS

#### Section 7.1 Definition

Seniority, as used herein, shall mean the length of service within the bargaining unit (except for employees hired prior to January 1, 2010, for whom seniority shall mean length of service in continuous employment of the Employer for all circumstances other than

determination of the order of layoffs, which is described in article 8.2). An employee's seniority shall date from the time of employee's 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 below.

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

- A. When laid off for a period of more than one (1) year.
- B. When an employee resigns 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) weeks after written notice, by registered mail, to employee's last known address, requesting such return.

#### Section 7.2 Postings

Any opening for Public Works Maintenance Worker, Mechanic or Crew leader shall be posted no later than the date that such position is announced as being open to the public.

#### Section 7.3 Eligibility for Openings

Any employee shall be eligible to apply for openings in the Street Department. Any employee submitting a bid shall be entitled to an interview or testing. The seniority, experience and aptitude of employees applying for a vacancy shall be considered in filling a position.

### ARTICLE VIII

#### LAYOFFS & RECALL

#### Section 8.1 Definition

Should it become necessary to lay off any employee on account of lack of work, or lack of City financial resources, the Employer shall give such employee or employees affected a reasonable notice in advance. Determination of whether or not there exists a lack of work or lack of City financial resources shall be at the sole discretion of the Employer. If thereafter a vacancy occurs, the laid off employee shall be offered the opportunity of filling same in accordance with his seniority status, if still qualified.

## Section 8.2 Procedure

Layoffs, on account of reduction of forces, shall be made as follows:

1. The layoff of any employee(s) within the maintenance worker or laborer position shall be in the inverse order of seniority within the bargaining unit. If such a layoff occurs, the employee within the group composed of maintenance workers and laborers with the least bargaining unit seniority shall be laid off.
  
2. The layoff of any employee in the crew leader position shall be in the inverse order of bargaining unit seniority, but only as applied to the group of employees who are crew leaders. A crew leader who is proposed to be laid off, and who is qualified to function as a maintenance worker or laborer, shall have the right, but not the obligation, to "bump" the maintenance worker/laborer in the unit who has the least bargaining unit seniority and whose bargaining unit seniority is less than the crew leader's. In the event the crew leader has the least bargaining unit seniority, the crew leader shall be laid off. The decision to bump shall be made within 14 days of written notification by Employer. The "bumping" employee shall be thereafter paid at the rate equal to the highest step of maintenance worker. If a crew leader moves into a maintenance worker position, the employee within the group composed of maintenance workers and laborers with the least bargaining unit seniority shall be laid off.
  
3. The layoff of any employee in the mechanic position shall be in the inverse order of bargaining unit seniority, but only within the group of employees who are mechanics. A mechanic who is proposed to be laid off, and who is qualified to function as a maintenance worker or laborer, shall have the right, but not the obligation, to "bump" the maintenance worker/laborer in the unit who has the least bargaining unit seniority and whose bargaining unit seniority is less than the mechanic's. In the event the mechanic has the least bargaining unit seniority, the mechanic shall be laid off. The decision to bump shall be made within 14 days of written notification by Employer. The "bumping" employee shall thereafter be paid at the maintenance worker rate closest to, but not greater than the employee's pay as a mechanic. If a mechanic moves into a maintenance worker position, the employee within the group composed of maintenance workers and laborers with the least bargaining unit seniority shall be laid off.
  
4. Before implementing any layoff, probationary employees, part-time employees covered by this agreement, and temporary employees (with the exception of temporary leaf-rakers during the fall months) shall first be terminated.

## ARTICLE IX

### INJURY LEAVE

#### Section 9.1 Introduction

If any employee covered by this Agreement is injured while in the performance of the employee's duty as such, Employee shall be entitled to Employee's former position upon recovery with full seniority rights, provided employee is physically qualified to return to work. In case of Employee's return, other employees moved up because of Employee's absence will consent to such demotions or layoffs as may be necessary under the circumstances.

#### Section 9.2 Description of Benefits

Employees shall be entitled to a maximum of six months leave of absence whenever an employee of the City of Batavia sustains an injury arising out of and in the course of employment, which causes him/her to be unable to perform his/her duties. Said employee shall receive wage compensation pursuant to the provisions of the Illinois Worker's Compensation Act 820 ILCS 305.

#### Section 9.3 Accrual of Regular Benefits

Sick leave and vacation leave shall be accrued by an employee while on temporary disability arising out of and in the course of employment. The City will continue to pay the employer share of Health Insurance Costs and pension contributions throughout the injury period. The employee will continue to be responsible for his/her employee portion of Health Insurance Costs and pension contributions during this period. If it is deemed the employee is permanently disabled and will not be able to return to his/her normal work duties all sick leave and vacation leave accruals will cease.

If an employee is deemed permanently disabled and must separate from employment with the City, the employee shall be entitled to a payout of any remaining accrued vacation, personal, and compensatory time on an hour-for-hour basis. The payout for any remaining accrued sick leave shall be in accordance with Article XV, Section 15.5 Retirement Sick Leave Payout.

#### Section 9.4 Other Employment Entitlements

If an employee, who is injured on the job, shall be unable to return to the work which was being done when injured, employee shall be considered for other employment with the City, if available, at the prevailing rate of pay in that section; department seniority to commence with date of employment in the new capacity.

### ARTICLE X

#### VACATION

All full-time employees who have been in the employ of the Employer shall be entitled to annual vacation periods with full pay on the following basis:

- A. Two (2) weeks of vacation (80 hours) at full pay shall be allowed for such employees who have served the Employer continuously for one (1) year. One week

of said vacation shall be available for use after six (6) months of employment.

- B. Three (3) weeks of vacation (120 hours) at full pay shall be allowed for such employees who have served the Employer, continuously for a period of five (5) years.
- C. Four (4) weeks of vacation (160 hours) at full pay shall be allowed for such employees who have served the Employer continuously for a period of twelve (12) years.
- D. Five (5) weeks of vacation (200 hours) at full pay shall be allowed for such employees who have served the Employer continuously for a period of twenty (20) years.
- E. Vacation Selection. Employees shall select their vacations according to seniority, with all vacations chosen by February 1 of each year if seniority is to apply, after which vacations shall be granted on a case-by-case basis. The vacation time so chosen shall be subject to the approval of the Head of the Department. Vacation period shall be January 1st to December 31st.
- F. Employees shall not be permitted to take two (2) years worth of normal vacation consecutively. Normally employees will not be permitted to take more than two (2) weeks of vacation consecutively. Recognizing that on a special occasion an employee may have need for a three-week vacation; this may be permitted with the approval of the department head.
- G. Vacation days are not accruable but up to ten (10) days of vacation time may be carried over for use within twelve months of the beginning of the succeeding year.
- H. Employees who are employed with the City on a part-time basis all year long, working an average of twenty (20) hours per week shall be entitled to prorate vacation based on the number of hours they actually work.

## ARTICLE XI

### HOLIDAYS & PERSONAL LEAVE

#### Section 11.1 Holidays

Employees shall receive ten (10) paid holidays, consisting of the following:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Spring Holiday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

If any of the above named holidays falls on a Monday, Tuesday, Wednesday, Thursday or Friday, the employees shall receive the day off with pay. If the holiday falls on a Saturday, the employee shall receive the preceding Friday off with pay. If the holiday falls on Sunday, the employee shall receive the following Monday off with pay. In the event Christmas Eve falls on a Friday and Christmas Day on a Saturday, the employee shall receive the following Monday off



with pay.

### Section 11.2 Personal Leave

In addition to the above holidays, all full-time employees shall be granted two (2) "Personal Days" to be taken at the option of the employee. Personal time may be taken in increments of no less than two (2) hours. Request for use of any of this Personal Day shall be submitted to the employee's supervisor, in accordance with his regulations. The supervisor will make the decision if the Personal Day should be granted at that time.

## ARTICLE XII

### DONATION OF VACATION & PERSONAL LEAVE

#### Section 12.1 Eligibility

Employees who are undergoing a hardship situation in their personal life such as, but not limited to, serious medical situations relating to either themselves or an immediate family member, may become eligible for donation of personal or vacation days by other employees to allow them additional paid time off.

#### Section 12.2 Application Procedure

In order to qualify for donation, the individual must make a request in writing to the City Administrator to qualify for hardship status. The request should include an explanation of what the cause of the hardship is, how long it is expected to last, and any documentation of the condition deemed appropriate. The employee must be able to demonstrate that they are either out of applicable sick, vacation, and personal leave or that such leave will be imminently exhausted. Request should be sent to Human Resources.

#### Section 12.3 Review Procedure

The City Administrator will review the request and make a determination of whether or not the hardship status would be in the best interests of the organization to be granted. The City Administrator may request additional documentation of the requestor before making final determination. The City Administrator's determination of hardship status shall be final. In the event the City Administrator is not available, the Assistant City Administrator shall review the request and make the determination.

#### Section 12.4 Application of Hardship Status

If hardship status is granted, it will remain in effect for four (4) months after the initial determination. An employee may request to be granted hardship status again after the initial period has expired using the same procedure described above.

Once hardship status is granted, electronic and physical postings will be made by the HR department of the name of the employee who has been granted hardship status and the

opportunity to donate personal or vacation time to the employee. No mention of the specifics of the hardship will be made. Employees may only donate leave that is currently on the books during the hardship period.

#### Section 12.5 Use of Donated Time

Use of the donated time by the employee with hardship status shall still be subject to Department Head approval. Hardship leave can only be used if all other applicable leave is exhausted. If a hardship period extends beyond January 1 of a given year, it will not be subject to limitations on annual rollover of benefits described in this article. However, no rollover of hardship time shall be allowed beyond the end of the hardship period. Any hardship time remaining unused at the end of the hardship period shall be distributed proportionately back to the employees who donated based on the percentage of total time donated that their donation represented. This reimbursement shall not be subject to maximum vacation and personal time accruals and roll over limits described in this article.

### ARTICLE XIII

#### BEREAVEMENT LEAVE

Up to five (5) consecutive work days of leave with pay may be granted upon the request of the employee for the death of a spouse, parent, or child. Up to three (3) consecutive work days of leave with pay may be granted at the death of a grandparent, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or relative living in the household. These definitions shall include all step-and half-relationships where appropriate. Up to two (2) consecutive work days of leave with pay may be granted upon the request of the employee for the death of other relatives. Should additional days off be required, the employee may use vacation, personal time, accumulated sick leave or the employee may take leave without pay. Part-time employees, who work an average of twenty (20) hours per week or more, will receive pro-rated bereavement leave based on the number of hours they actually work.

### ARTICLE XIV

#### TRAINING

#### Section 14.1 Introduction

Personnel will be selected on the basis of the initiative, aptitude, and job interest for specialized courses relating to their profession. Personnel selected to attend any specialized course will be reimbursed for tuition, meals, lodging, and mileage after successful completion of the course.

#### Section 14.2 Compensation

Pay for travel time going to and from training sites will be compensated in the following manner:

1. Employees will be compensated as described in Article XVII only for that travel time in excess of 1 hour (as determined from City of Batavia city limits) expended to and from training sites for mandatory training.
2. No compensation for travel time will be given for travel to and from training sites less than 1 hour from City limits as it is considered part of the employee's normal commute to a designated work site.
3. Reimbursement for travel time, tuition, fees, and other expenses for non- mandatory training will be subject to prior approval by the Street Superintendent.

## ARTICLE XV

### SICK LEAVE

#### Section 15.1 Sick Leave

Employees shall receive regular pay during unavoidable absence from work due to sickness or accident, (as determined by the Street Superintendent), in the following manner, provided that such employee does not qualify for disability benefits (or compensation or pension in lieu thereof).

#### Section 15.2 Additional Reasons

In addition, sick leave may be used for a maximum of six (6) days per year, upon approval of the department head, for the following reasons: the illness, injury or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent, or the placement with the employee of a child for adoption or foster care.

#### Section 15.3 Part-Time Benefits

Employees who are employed with the City of Batavia on a permanent part-time basis, working an average of twenty (20) hours per week, shall receive pro-rated sick leave based on the average number of hours worked per week in the preceding year.

#### Section 15.4 Description of Benefits/Limitations

- A. A department head may request a statement from a doctor to the effect that a person is ill and should not work.
- B. Each employee shall be entitled to twelve (12) sick days per year.
- C. Unused days of sick leave shall be cumulative to a maximum accumulation of one hundred ninety two (192) days.
- D. Employees are able to use sick leave at a minimum of 2 hours increments.

#### Section 15.5 Retirement Sick Leave Payout

Upon voluntary separation from the City, employees shall be given a sick leave buyback incentive as follows:

- A. For employees who have completed at least 5 years but not more than 10, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 10% said unused sick leave. Such payment shall not exceed eleven (11) full days of salary or wages or eighty- eight (88) hours.
- B. For employees who have completed at least 10 years but not more than 15, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 15% of said unused sick leave. Such payment shall not exceed twenty-five (25) full days of salary or wages or two hundred (200) hours.
- C. For employees who have completed at least 15 years but not more than 20, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 25% of said unused sick leave. Such payment shall not exceed forty-five (45) full days of salary or wages or three hundred sixty (360) hours.
- D. For employees who have completed at least 20 years, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 40% of said unused sick leave. Such payment shall not exceed seventy-two (72) full days of salary or wages or five- hundred seventy six (576) hours.

## ARTICLE XVI

### HEALTH BENEFITS PROGRAM

#### Section 16.1 Employees Covered

It shall be the policy of the Employer to provide hospitalization, major medical, dental coverage for employees who work an average of 20 hours per week or more. Employees working an average of 35 hours per week shall be eligible for single, employee-plus-one, or family coverage and a term life insurance benefit. Employees working an average of at least 20, but less than 35 hours per week shall be eligible for single coverage only.

#### Section 16.2 Employee Contribution

The employee's contribution to the costs of the single coverage premium shall be no greater than fifteen percent (15%), the contribution to employee-plus-one shall be no greater than twenty per cent (20%), and the contribution to the costs of the family coverage premium shall be no greater than twenty- five percent (25%) of the per-employee unit cost of the health plan.

#### PREMIUM COSTS

Employee contributions toward health, dental and prescription insurance premiums for the period of January 1, 2018 through June 30, 2018 shall be:

Single:	\$55.65 per pay period
Single plus one:	\$128.24 per pay period
Family:	\$234.79 per pay period

Employee contributions for July 1, 2018 shall not increase more than fifteen percent (15%) from one plan year to the next.

#### MAJOR MEDICAL DEDUCTIBLE

Major medical deductible for calendar year 2018 is as follows:

Single:	\$300.00 per year
Single plus one:	\$600.00 per year
Family:	\$900.00 per year

Increases in insurance deductibles shall not exceed fifteen percent (15%) from one year to the next for all levels of coverage.

#### CO-INSURANCE

Employee's payment for co-insurance shall not be greater than 10% for In Network, and 30% for Out of Network in any year during this agreement.

#### Rx CO-PAYS

Rx Co-Pays for 2018 shall be:

Generic	\$10
Brand/Formulary	\$20
Brand/Non-Formulary	\$40

Increases in RX Co-Pays shall not be more than \$5.00 per year per existing co-pay type (Generic, Brand/Formulary and Brand/Non-Formulary). If a new co-pay tier is added, it shall not be subject to this restriction

#### PHYSICIAN SERVICES

The Co-pay for physician services for 2018 shall be twenty dollar (\$20.00) for each office visit. Co-pays are applied to the calendar year out-of-pocket maximum. The maximum co-pay for physician services shall not increase by more than \$25.00 per year.

#### EMERGENCY ROOM SERVICES

A seventy-five dollar (\$75.00) co-pay will be required for each emergency room visit during 2018. (This co-pay shall be waived if the covered plan member is admitted to the hospital).

Increases to the co-pay for emergency room visits for 2019 shall not be more than \$25.00 per year. This co-pay shall also be waived if the covered plan member is admitted to the hospital.

#### Section 16.3 Dental Coverage

Dental coverage will be provided for each employee who works an average of 20 hours per week or greater. Dependent Dental coverage shall be provided to qualifying employees at the employee's expense. Coverage maximum shall be \$2,000. Preventative care is covered under the plan and the costs thereof are not counted towards the coverage maximum.

#### Section 16.4 Term Life Benefit

The Employer shall provide a life insurance program to cover all employees working an average of thirty-five (35) hours or more per week in the amount of \$45,000.00 or the employee's base salary, whichever is greater, at no cost to the employee.

#### Section 16.5 Retiree Benefits

At the option of the employee, the group health plan can be continued past retirement.

The following conditions must be met:

- A. The retiree must be fifty (50) years or be on disability pension (the minimum age requirement does not apply to individuals on disability pension).
- B. The retiree shall be responsible for paying the entire premium.
- C. The retiree shall either pay three (3) months of premium costs in advance, or retiree can opt to have their monthly premium deducted from his or her monthly pension check and mailed directly to the City.

#### Section 16.6 Optical Coverage

Eye Care coverage shall be offered to all Employees. Employees will have the option to opt in or out of the City's eye care benefit plan and to pay the appropriate eye care premium for the level of benefit (single, single plus one, or family) they prefer.

#### Section 16.7 Change in Benefits

If during the course of this contract, any group of non-union employees of the City of Batavia is allowed to participate in a different health benefit plan than the plan stated in this contract, and such plan is deemed to be more preferable by the members of IBEW Local #196, the members of IBEW Local #196, as a group, shall be allowed to participate in said plan in lieu of the plan described above.

The parties agree that if the City proposes to increase employees' co-insurance to increase from 10% to 20% to be effective any time during 20185, the Union shall be entitled to open the issue of wages for the affected time. Additionally, if during the course of this Agreement, plan amendments are required due to changes under state or federal law (such as the Affordable Care Act) said changes shall be applicable to this Agreement.

#### Section 16.8 Employee Health Benefits Advisory Committee

A Health Benefits Advisory Committee comprised of representatives of the Employer

and Employees shall meet regularly to discuss possible cost containment measures and alternative insurance plans. The committee shall be advisory in nature and cannot bind either of the parties. Changes in provisions regarding health insurance may only be implemented if basic levels of coverage remain substantially the same.

The Bargaining unit shall have the right to choose a member to serve on the Employee Health Benefits Advisory Committee.

#### Section 16.9 Annual Physical

Employees shall be entitled to an annual physical provided by the City through the Occupational Health Provider.

#### Section 16.10 Section 125 and VEBA

The City of Batavia shall maintain a Section 125 plan. The City and Union agree to work towards implementation of a health care savings plan for retirement.

### ARTICLE XVII

#### FAMILY & MEDICAL LEAVE

The City shall comply with the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA. Except as otherwise provided in the FMLA, the City will grant leaves of absence in accordance with the provisions of this agreement.

### ARTICLE XVIII

#### HOURS OF WORK & OVERTIME

#### Section 18.1 Introduction

An employee's regular hours of work shall be established by the City. A regular working day for all full-time employees working in the Street Division shall not exceed eight (8) hours. A working week shall not exceed forty (40) and to consist of five (5) consecutive eight (8) hour days namely Monday, Tuesday, Wednesday, Thursday and Friday. The City may change an employee's work schedule as follows:

#### Section 18.2 Changes to Work Schedules

1. In the event the City wishes to change an employee's work schedule for a term of at least 1 week and up to 8 weeks and the proposed start time will differ by up to two hours from the employee's current start time the City shall:

- A. Give the employee(s) affected at least 96 hours notice prior to the change in work schedule;
- B. Keep the employee on the newly adjusted schedule for at least one week unless mutually agreeable to the employee and the City to return to the employee's previous work schedule before one week;

- C. The employee will be paid straight time wages for work performed during the newly adjusted work schedule.

2. In the event the City wishes to change an employee's work schedule for a term of up to 8 weeks and such change is mutually agreeable between the employee and the City, and the proposed start time will differ by more than two hours from the employee's current start time or change the days of the week worked by the employee(s) the City shall:

- A. Give the employee(s) affected at least 96 hours notice prior to the change in work schedule.
- B. Keep the employee on the newly adjusted schedule for at least one week unless mutually agreeable to the employee and the City to return to the employee's previous work schedule before one week;
- C. The employee will be paid straight time wages for work performed during the newly adjusted work schedule.

3. In the event the City wishes to change an employee's work schedule for a term of at least 8 weeks and up to 12 weeks, and the proposed start time will differ by up to two hours from the employee's current start time the City shall:

- A. Give the employee(s) affected at least 30 days notice prior to the change in work schedule.
- B. Give the employee an estimate of the length of the term.
- C. Keep the employee on the newly adjusted schedule for at least 8 weeks unless mutually agreeable to the employee and the City to return to the employee's previous work schedule before 8 weeks;
- D. The employee will be paid straight time wages for work performed during the newly adjusted work schedule.

### Section 18.3 Overtime

Work performed in excess of eight (8) hours within a work day (24 hour period beginning at 12:01am each calendar day), in excess of forty (40) hours within a workweek (12:01am Sunday to 12:00 midnight the following Saturday) are paid at time and one-half. Work performed on a holiday or on Sunday shall be paid at double time.

### Section 18.4 Call-Back Pay

A minimum of two (2) hours at time and one-half shall be paid to any employee who is called back to work after having been released after his regularly scheduled workday. Such call in time shall start when the employee begins work and shall end when the employee has been released from work. All call-outs after midnight will be paid at double the straight time rate of pay. Employees called out shall respond not only to one initial call-out, but also make themselves available, at no additional expense to the City, to respond to any other call-out during that two (2) hour period. Should the duration of the second call-out extend beyond this two (2) hour period, the employee would receive the applicable hourly rate for any additional.



#### Section 18.5 Work over 16 continuous Hours

Any employee required to work over sixteen (16) continuous hours, will receive for any hours worked over sixteen (16) hours pay at double the normal rate.

#### Section 18.6 NoPyramiding

All other work is paid at straight time. Any hour paid for at an overtime rate (time and one-half or double-time) or call-out pay shall not again be paid for at or counted in computing overtime pay, there shall be no pyramiding or duplication of overtime payments.

#### Section 18.7 Scheduled Overtime

Scheduled overtime is understood to be mandatory for Street Department employees. Scheduled overtime shall require ninety-six (96) hours of advanced notice to the employee(s) required to work scheduled overtime. Scheduled overtime shall not be mandatory for the employee(s) who is on approved vacation, personal or sick leave (vacations on Monday or Friday shall be considered vacation for the weekend).

#### Section 18.8 Overtime List

The Employer shall make every reasonable effort to distribute overtime equally among employees in their respective classifications within the Street Department. An overtime list will be posted every two weeks. Overtime refused will be counted as overtime taken for the purpose of accounting for the distribution of overtime. Should the overtime be refused by all employees within the Street Department, the City reserves the right to require overtime as necessary, starting at the top of the list.

Offers of overtime will be made on a rotating basis beginning with the first name on the overtime list (at the top of the overtime list). If, when attempting to contact employees to work overtime, an employee is not available, (no contact is made) the City is not required to make subsequent contact to the same employee to fill the same overtime assignment. Once all employees have been offered overtime, the process shall repeat itself.

Hires, rehires, reinstates, and transfers, (permanent or temporary) shall be charged hours equal to the highest employee in the department for the purpose of accounting for the distribution of overtime.

Street Department Employees requested to work overtime in another department will also be contacted using said overtime list. If employee is not available, and the overtime worked by another Street Department employee down the list, the employee(s) shall be charged the overtime not worked on the Street Department overtime list for the purpose of accounting for the distribution of overtime.

Overtime records will revert to zero hours for each employee by the end of the last pay period of the fiscal year (December) and the list shall start new with the highest seniority at the top to the least seniority at the bottom.

Overtime shall not be charged to the employee who was on approved vacation, personal leave or sick time during the overtime hours offered (vacations on Monday or Friday will be

considered vacation for the weekend). Employees may still be contacted to work overtime while on approved leave but no overtime shall be charged to said employee for the purpose of accounting for the distribution of overtime.

If employee is not available or the employee does not answer a callout attempt to both the primary and secondary contact numbers, this will be considered a refusal of overtime and the employee shall be charged the overtime not worked on the Street Department overtime list for the purpose of accounting for the distribution of overtime.

#### Section 18.9 Call-Back Procedure

The Employer may require Employees covered by this agreement to carry a communication device (i.e. cell phone, pager, etc.) in an "on" status during hours they are not scheduled to work. These communication device(s) would be provided by the City when required. Employees will be responsible to provide a primary & secondary phone number; Employer will use both phone numbers during Call-Back procedures.

Four levels of Call-Back will be used as a means to contact employees for emergency work; Class One, Class Two, Class Winter Operation, and Class Three (Only Class Winter Operation and Class Three require a response).

The Winter Operation Call-Back will be used during winter operations (typically used between November through April).

Class One - This level is considered to be the majority of all Call-Backs. The following would apply:

1. Four (4) or less Street Dept. employees are needed
2. Call-Back may be initiated by the employee on Stand-by, Street Crew Leader, Assistant Street Superintendent, or Street Superintendent or his designee
3. The Overtime List will be used (or a set volunteer list of those who wish to be notified)
4. Response is not required

Class Two - This level is considered to be more urgent than Class One. The following would apply:

1. If no response or not enough employees responded to the initial Class One Call-Back, a second Call-Back would go out as a Class Two Call-Back.
2. Five (5) or more Street Dept. employees are needed (unless a continuation of a Class One Call-Back)
3. Call-Back will be initiated by either the Street Crew Leader, Assistant Street Superintendent, or the Street Superintendent /or his designee
4. The Overtime List will be used (or a set volunteer list of those who wish to be notified)

5. Response is not required

Class Winter Operation - This level of Call-Back is to be used during wintertime operation for overtime situations such as anti-icing/deicing and/or light snowplowing operations (Typically used between November through April). The following would apply:

1. The top six (6) employees on the Overtime List (not including the employee on Standby or any employees who are not eligible or qualify to work the requested task) would be required to respond to inform the City whether or not they are available for work. Failure to respond within 20 minutes of issuance of a call back/text message may subject the employee to progressive discipline.
2. If one or more of the top six (6) employees is on approved leave, then the remaining employees would move up on the Overtime list. *Refer to Section 18.8 for approved leave.*
3. If the employer cannot fill the need of the six (6) employees after going through the full overtime list, then a Class Three Call-Back may be issued.
4. Call-Back must be initiated by the Assistant Street Superintendent, Street Superintendent or his designee.

Class Three - This level is considered to be used for Extreme Emergency situations such as Snow Storms, Excessive Flooding, or other Major Catastrophe where all or most of the Street Dept. is needed or not enough employees responded to the initial Class Winter Operation Call- Back. The following would apply:

1. Response is required to inform the City whether or not they are available for work. Failure to respond within 20 minutes of issuance of a call back/text message may subject the Employee to progressive discipline.
2. Call-Back must be initiated by the Assistant Street Superintendent, Street Superintendent or his designee.

Before any of the above four levels of Call-Back is to be used, employees on Stand-by duty, in accordance with Article XVIII, will be the first called out. Employees called out for work shall be compensated in accordance with Article XVII.

When an extreme weather emergency is being forecast by the National Weather Service, such as a snowstorm, and employee covered by this agreement will not be available to work such emergency, the employee will notify the Street Superintendent or his designee with a reasonable advanced notice. The employee will make every reasonable attempt to make himself available based on the schedule posted by the Superintendent or his designee.

In the event that water/sewer maintenance workers, water/sewer crew leaders, wastewater operators, or chief wastewater operators (other than those on-call), are compensated to carry a communication device after hours when not on standby, the Street Department will be compensated the same.

Call-Backs start with a phone call to the primary number then the secondary number provided by each employee and maintained on the department's on-call sheet. Employees shall be responsible to promptly notify their supervisor of any change in their primary/secondary contact number. A text message will be sent out at the time of the call back for a Class Winter Operation Call Back and Class Three Call Back. If the Class Three Call Back is a continuation of the Class Winter Operation Call Back, the employee's secondary number may not be utilized, depending upon the urgency of the call back.

For a Class Winter Operation or Class Three Call Back, a response to a call back shall be established when an employee makes voice contact or text message if available with the individual placing the call-back phone call within twenty (20) minutes of the initial call back/text message. It shall be considered a no response when an employee fails to make voice contact or text message with the individual placing the call-back phone call within twenty (20) minutes of the initial call back/text message. Email shall not constitute a voice contact for the purposes of responding to a call back. Leaving a voicemail response to the individual placing the call-back phone call would also be considered an acceptable response.

#### Section 18.10 Compensatory Time

Employees may receive compensatory time in lieu of overtime, on an hour-for-hour basis, upon the request to and approval of the Department Director or his/her designee. Compensatory time may be accumulated up to a maximum of eighty (80) hours at any given point in time. A maximum of eighty (80) hours of comp time may be used per year and a maximum of eight (8) hours may be used per instance.

Requests to take compensatory time off shall be made to the Department Director or his/her designee per the department's leave request policy. The Department Director's decision to approve or deny requests for compensatory time off shall be final.

If operational requirements require additional manpower, any employee off work on compensatory time can be required to report to work by the Department Director or his designee. If an employee is off work on compensatory time and is called to report he/she must report to work within a reasonable time frame. If an employee that is off work and on compensatory time is called to report for work, any hours worked would be paid at the appropriate hourly rate and the employee's comp time would not be expended during the period of time the employee was required to be at work.

Any compensatory time not used at the time of an employee's separation from City employment will be paid at the employee's straight-time rate.

## ARTICLE XIX

### STAND-BY

#### Section 19.1 Definition

The Employer shall have the right to require employees to accept stand-by assignments subject to the other provisions of this agreement. Employees who are required to be on stand-by duty for a given week shall be compensated at nineteen (19) hours of pay at the straight time rate of pay. An employee may request to receive compensatory time in lieu of stand-by pay in

accordance with Article XVIII, Section 18.10 Compensatory Time. A stand-by list will be posted thirty (30) days in advance setting forth the Department's stand-by schedule. The Employer shall endeavor to distribute stand-by assignments equally and impartially.

#### Section 19.2 Stand-By Compensation

Employees on stand-by during weeks with city recognized holidays shall receive an additional six (6) hours straight time for each recognized holiday during their assigned week. Stand-by duty shall consist of one (1) week and then rotate to another employee. The week shall start on Wednesday at 7:00 a.m. and run to 6:59 a.m. the following Wednesday unless mutually agreed to by the Union and the Employer.

#### Section 19.3 Trading

Employees may trade stand-by assignments with the Employer's approval, not less than seven (7) days before the duty assignment. The responsibility to provide a replacement is that of the employee and if he/she cannot secure any such replacement, then the assigned employee must perform the duty.

### ARTICLE XX

#### REST PERIOD

An employee who has worked more than sixteen (16) hours continuously, or more than eight (8) hours 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 returning to work. If a rest period under the provisions of this section extends into a basic workday, the employee shall lose no time thereby.

### ARTICLE XXI

#### MEAL ALLOWANCE

Employees required to work two (2) consecutive emergency hours preceding the work day, shall be furnished a meal allowance. Employees required to work four (4) consecutive emergency hours following the work day shall be furnished a meal allowance, and an additional meal allowance shall be furnished at the end of each subsequent four (4) consecutive emergency hours of work thereafter. The meal allowance shall be fifteen dollars (\$15.00) provided on the employee's paycheck and no more than 3 meal allowances shall be provided to an employee in any twenty-four (24) hour period.

The Public Works Department may directly provide an employee with a meal in lieu of a meal allowance based upon operational requirements.

### ARTICLE XXII

#### CLOTHING & BOOT ALLOWANCE

## Section 22.1 Clothing and Boot Reimbursement

All members of the Public Works Department who are required to wear a uniform are provided five (5) sets of uniforms per week, and one (1) set of appropriate outer wear. The uniforms consist of a cotton shirt and cotton pants and outer wear will include rain gear, winter coat, coveralls, in safety colors with a City logo, gloves, and rubber boots.

Employees shall also receive an allowance of up to four hundred dollars (\$400) per year as an allowance for purchasing replacement safety toed work boots and winter accessories. Employees shall have to demonstrate wear and tear on the boots and receive approval from the Superintendent or his designee before replacement boots can be purchased. Replacement winter clothing shall be limited to the following:

- A. Thermal Underwear
- B. Socks
- C. Sweatshirts (no silk screens permitted)
- D. Insulated vest
- E. Winter Hats
- F. Winter Gloves
- G. Long Sleeve Shirt

Employees are required to show proof of purchase to the Superintendent or his designee prior to receiving the allowance.

## Section 22.2 Safety Glasses Reimbursement

For those employees who wear prescription glasses, one (1) pair of basic prescription safety glasses will be reimbursed up to a maximum of \$250.00 during the term of this agreement for damaged glasses during the course of normal work (and not as result of carelessness) or replacement lenses due to a change in prescription requirements. Basic safety glasses include fames, standard lenses and permanent side shields.

Approval by Street Superintendent is required prior to the purchase of prescription safety glasses by the City. Eye appointments shall not take place during working hours unless sick time is used.

## ARTICLE XXIII

### ILLINOIS MUNICIPAL RETIREMENT FUND

All employees under this contract who work 1000 hours or more per year are required to be a member of the Illinois Municipal Retirement Fund. This retirement plan is partially funded by the City of Batavia.

## ARTICLE XXIV

### WAGES

All bargaining unit employees shall receive the following wages according to the table below. Said wage table reflects a wage increase of 2.75% effective and retroactive to January 1, 2018:

2018 Wages

<u>Step</u>	<u>Laborer</u>		<u>Maintenance Worker</u>		<u>Mechanic</u>		<u>Crew Leader</u>	
	<u>Yearly</u>	<u>Hourly</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Yearly</u>	<u>Hourly</u>
A	\$43,478	\$20.90	\$53,159	\$25.56	\$58,052	\$27.91	\$70,570	\$33.93
B	\$45,870	\$22.05	\$56,082	\$26.96	\$61,243	\$29.44	\$74,452	\$35.79
C	\$48,391	\$23.26	\$59,168	\$28.45	\$64,611	\$31.06	\$78,546	\$37.76
D	\$51,052	\$24.54	\$62,421	\$30.01	\$68,164	\$32.77	\$82,868	\$39.84
E	N/A	N/A	\$65,855	\$31.66	\$71,915	\$34.57	\$87,425	\$42.03
F	N/A	N/A	\$69,476	\$33.40	\$75,871	\$36.48	N/A	N/A
G	N/A	N/A	\$73,297	\$35.24	\$80,043	\$38.48	N/A	N/A

Nothing in this Article shall limit Employer's ability to determine the number of employees in each position and consider internal or external candidates for vacancies.

LABORER POSITION: So long as they are able to attain a CDL, and meet all other requirements of the Maintenance Worker position, an employee in the Laborer classification shall be promoted to Maintenance Worker upon completion of his/her 4th continuous year of employment with the City.

ACTING MECHANIC PAY: A Public Works Maintenance Worker who serves as mechanic in the absence of the City Mechanic and serves in such capacity for a period of time at least 4 hours in length, shall be paid at a premium rate that is 5% greater than their normal hourly rate for any time spent doing "Acting Mechanic Work."

If the City creates a new mechanic position during the term of this contract, acting mechanic pay shall no longer be available to employees unless all mechanics are off-duty, and an employee works in such capacity for a minimum of 4 hours.

ACTING CREWLEADER PAY: A Public Works Maintenance Worker shall be designated an Acting Crew leader in the absence of all permanent Crew leaders when such absence is eight hours or more. A Public Works Maintenance Worker may be designated an Acting Crew leader in other circumstances and shall be paid Acting Crew leader Pay for periods in excess of four hours. Acting Crew leader pay shall be a rate equal to 10% greater than the individual's normal rate for the time acting in that capacity.

Once an employee is promoted to Crew leader (permanently, not on an acting basis), the amount of time an employee has been paid as "acting crew leader" over the course of their career with the City shall count towards time in grade in that position for the purposes of determining their starting rate of pay as a Crew leader, and the date of subsequent step increases.

PESTICIDE/MOSQUITO BONUS: In addition to any regular wages, a qualified Laborer, Public Works Maintenance Worker, or Public Works Crew leader shall be paid an annual bonus of \$100 for each calendar year that the employee obtains certification or remains certified as a Pesticide Operator or a bonus of \$200 for each calendar year that the employee

obtains certification or remains certified as a Pesticide or Mosquito Applicator. The bonus shall only be payable after presentation of a valid certification. Any Laborer, Public Works Maintenance Worker or Public Works Crew leader shall be eligible for only one of the two bonuses described herein annually.

ARBORIST CERTIFICATION/STIPEND: In addition to any regular wages, any member of the unit may apply to become a certified arborist. The city, in its sole discretion, shall determine how many arborists are needed to obtain the certification. The City shall pay for the cost of the training necessary to obtain such certification. If such training requires attendance outside of regular work hours, the employee shall not be paid regular or overtime wages. Any certified employee arborist shall be paid an annual stipend of \$200.00. The City shall also pay for the required continuing training necessary to maintain the certification. This provision shall not be subject to the limitation provision in this Agreement relating to pesticide certification.

## ARTICLE XXV

### EDUCATIONAL ASSISTANCE

The City of Batavia may provide educational assistance to all full-time employees who have completed one year of service. Educational Assistance benefits will be provided in accordance with the current City's approved Educational Assistance Policy.

## ARTICLE XXVI

### EQUIPMENT

The Employer shall furnish to the employees all tools and equipment necessary to perform their duties. The employees will be responsible for the return of said equipment and tools in good condition, reasonable wear and tear accepted.

## ARTICLE XXVII

### COMMERCIAL DRIVER'S LICENSE

The City agrees to pay the fees relating to obtaining and renewing Commercial Driver's License (Class A) incurred by employees who are required to hold such a license as described in their job description, while they are employed with the City. The City also agrees to make training materials available regarding the Commercial Driver's License.

## ARTICLE XXVIII

### RESIDENCY

Employees covered by this agreement shall be required to reside within 12 miles of Batavia city limits within one year of employment with the City and assignment to the Street Department.

## ARTICLE XXIX



## NEGOTIATIONS & REPRESENTATION

### Section 28.1 Recognition of Officers

The Employer shall recognize the duly elected steward and/or any other officers of the bargaining unit upon notification by the Union, in writing, of their election.

### Section 28.2 Compensation During Negotiations

The Employer shall compensate employees who are members of the negotiating team for all time worked under the terms and conditions of this agreement while negotiations continue during normal working hours.

### Section 28.3 Negotiation of Grievances

The Employer shall allow one (1) of the designated stewards to negotiate all grievances at the employee's regular rate of pay during normal working hours.

### Section 28.4 Visits by Business Representatives

The employer shall allow Business Representatives from the Union to talk to the bargaining unit on city property during non-working hours with reasonable notice to the Employer which the Employer shall not unreasonably withhold.

### Section 28.5 Bulletin Board

The Employer shall provide the Union with a bulletin board, or necessary space on an existing bulletin board, for the posting of Union business and notices of a non-partisan political and non-inflammatory nature.

## ARTICLE XXX

### MANAGEMENT RIGHTS/ LABOR MANAGEMENT COMMITTEE

#### Section 29.1 Management Rights

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: the right to hire, discipline or discharge employees for just cause and employees during their initial one-year evaluatory period without cause; to transfer, promote or relieve from duty because of lack of work or for other legitimate reasons; to maintain discipline, order and efficiency; the right to make and enforce rules and regulations; 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.

Section 29.2 Labor Management Committee

The parties hereby agree to form a Labor Management Committee comprised of at least two representatives from the Employer and two representatives from the Union. The Committee shall meet not more than two (2) times per year, unless otherwise mutually agreed, to discuss matters of safety, training and City of Batavia Streets issues. Such meetings shall be scheduled during the bargaining unit employee's working hours. The party requesting a meeting of the Committee shall give written or oral notice to the other party to request dates of availability to schedule said meeting, and all meetings shall be held at a mutually agreeable time, date and location. An agenda shall be created and shared between both parties prior to the scheduled meeting.

ARTICLE XXXI

APPROVAL OF AGREEMENT

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

The Union shall at all times use all legitimate means and its best effort to further and protect the interest of the Employer.

The parties hereto agree not to open this agreement for the purposes of negotiating any of its provisions during the term of this Agreement. However, if inequities are found by either the Employer or the Union to exist in the Agreement, either party may request adjudication with the consent of the other party.

CITY OF BATAVIA

IBEW LOCAL #196

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeffrey D. Schielke, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk