



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to Approve a Resolution Authorizing the Execution of an Agreement Between the City of St. Charles and International Brotherhood of Electrical Workers Local Union (IBEW) No. 196
Presenter:	Denice Brogan – Acting Director of Human Resources

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development	X	City Council – 10/5/2015 New Business
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES	X	NO	
------------------------	-----	------------------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

Attached is a resolution authorizing execution of the agreement that was ratified by the IBEW following collective bargaining. The agreement will be effective from May 1, 2015, through April 30, 2018. The collective average wage increase per year per employee is 3.08% over the life of the contract.

Attachments: *(please list)*

- Resolution
- Agreement

Recommendation / Suggested Action *(briefly explain):*

Motion to approve a Resolution Authorizing the Execution of an Agreement Between the City of St. Charles and International Brotherhood of Electrical Workers Local Union (IBEW) No. 196.

<i>FOR OFFICE USE ONLY</i>	<i>Agenda Item Number: IA</i>
----------------------------	-------------------------------

**City of St. Charles, Illinois
Resolution No. 2015 - ____**

**A Resolution Authorizing the Execution of
An Agreement Between the City of St. Charles and
The International Brotherhood of Electrical Workers
Local Union No. 196**

**Presented & Passed by the
City Council on _____**

WHEREAS, the International Brotherhood of Electrical Workers Local Union No. 196 completed bargaining and ratified the proposed agreement with the City that resulted from such bargaining; and

WHEREAS, the Mayor and City Council has reviewed and discussed the proposed agreement;

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that Mark Koenen, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the International Brotherhood of Electrical Workers Local Union No. 196, effective May 1, 2015, through April 30, 2018.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of October, 2015.

PRESENTED by the City Council of the City of St. Charles, Illinois, this ____ day of October, 2015.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of October, 2015.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

**Agreement
Between
The City of St. Charles**

and

**Local Union No. 196
International Brotherhood of Electrical Workers
IBEW**



May 1, 2015 – April 30, 2018

Table of Contents

Preamble	4
ARTICLE I – EFFECTIVE DATE; TERMINATION; AMENDMENTS	4
Section 1.1. Effective Date.....	4
Section 1.2. Termination	4
Section 1.3. Amendments.....	4
ARTICLE II – APPROVAL OF AGREEMENT	4
Section 2.1. Violation of Laws.....	4
Section 2.2. Protection of Employer.....	4
Section 2.3. Subject to Union’s Approval.....	5
ARTICLE III – RECOGNITION OF UNION	5
Section 3.1. Recognition	5
Section 3.2 Dues Deductions.....	5
ARTICLE IV – STOPPAGE OF WORK	5
Section 4.1. No Strike	5
Section 4.2. – No Lockout.....	5
ARTICLE V – SETTLEMENT OF DISPUTES	6
Section 5.1. Handling of Complaints.....	6
Section 5.2. Charges against Employee	6
Section 5.3. Grievance Procedure	6
Section 5.4. Union’s Right to Discipline	7
ARTICLE VI - SENIORITY	7
Section 6.1. Definition.....	7
Section 6.2. Termination of Seniority	8
Section 6.3. Promotions.....	8
Article VII – WORKING CONDITIONS	9
Section 7.1. Safety Rules.....	9
Section 7.2. Safety Glasses.....	9
Section 7.3. Safety Shoes.....	9
Section 7.4. Tools	9
Section 7.5. Tuition Reimbursement.....	10
Section 7.6. Drug/Alcohol Substance Use Policy.....	10
Section 7.7. American with Disabilities Act (ADA)	10
Section 7.8. Termination and Disciplinary Action.....	10
Article VIII – PAID TIME OFF	10
Section 8.1. Vacation Scheduling	10
Section 8.2. Vacation Accrual	11
Section 8.3. Vacation on Holiday	12
Section 8.4. Vacation Earned & Used.....	12
Section 8.5. Vacation Pay-Out at Retirement	12
Section 8.6. Vacation Carry-Over	12

Section 8.7. Donation of Vacation/Personal Leave	12
Section 8.8. Sick Leave Accrual	12
Section 8.9. Sick Leave Carry-Over.....	13
Section 8.10. Sick Leave Abuse	13
Section 8.11. Funeral Leave	13
Section 8.12. Jury Duty & Military Leave	13
Section 8.13. City-Recognized Holidays.....	13
Section 8.14. Holiday Eligibility & Pay	14
Section 8.15. Personal Leave	14
Section 8.16. Family & Medical Leave Act (FMLA).....	15
Article IX – HOURS OF WORK: STRAIGHT TIME/OVERTIME	15
Section 9.1. Normal Work Day.....	15
Section 9.2. Coffee Breaks	15
Section 9.3. Working in Inclement Weather	15
Section 9.4. Supervisor’s Work.....	15
Section 9.5. Meal Allowance.....	15
Section 9.6. Offset of Overtime.....	16
Section 9.7. Rest Period after Overtime.....	16
Section 9.8. Call-Ins.....	16
Section 9.9. Crew Leader Assignment.....	16
Article X – Wages and Wage Rates.....	16
Section 10.1. Pay Day	17
Section 10.2. Wages.....	17
Section 10.3. Apprentice to Lineman Seniority	18
Section 10.4. Transfers/Upgrades	19
Section 10.5. Stand-By	19
Article XI – FILLING VACANCIES	20
Section 11.1. Pre-Employment Medical Report	20
Section 11.2. Probationary Period	20
Section 11.3. New Employee – Union Card.....	20
Section 11.4. Posting of Available Positions.....	20
Article XII – INSURANCE.....	21
Article XIII - RESIDENCY	21
Article XIV – CLEAN AIR ACT.....	22
Article XV- IMRF 5+5	22

Preamble

AGREEMENT entered into this _____ day of _____, 2015, by and between the **CITY OF ST. CHARLES, ILLINOIS**, (hereinafter called "Employer") and **LOCAL UNION 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 to regulate the mutual relations between the parties with the view of securing harmonious cooperation and for the settling of any disputes, **IT IS AGREED AS FOLLOWS:**

ARTICLE I – EFFECTIVE DATE; TERMINATION; AMENDMENTS

Section 1.1. Effective Date

This Agreement shall take effect May 1, 2015, and will remain in effect until April 30, 2018, and upon successive budgeting for and approval by the City shall remain in effect from May 1 until April 30 of the fiscal year for which such budget and approval have occurred but no longer than April 30, 2018.

Section 1.2. Termination

Either party desiring to change or terminate this agreement must notify the other in writing by registered mail at least sixty (60) days prior to April 30, 2018, or any year thereafter. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

Section 1.3. Amendments

The rights created by this agreement can be modified at any time by agreement of accredited representatives of the Union and Employer. With the approval of the steward and business manager, the Employer can put modifications of this agreement into effect pending the securing of any further necessary approval.

ARTICLE II – APPROVAL OF AGREEMENT

Section 2.1. Violation of Laws

None of the provisions of this agreement shall be construed to require either the Employer or the Union to violate any federal or state laws, and in the event any provisions hereto should conflict with any such law, such provision shall be modified to the extent necessary to conform to such law.

Section 2.2. Protection of Employer

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

Section 2.3. Subject to Union's Approval

It is understood that this agreement is subject to the approval of the president of the International Brotherhood of Electrical Workers.

ARTICLE III – RECOGNITION OF UNION

Section 3.1. Recognition

The Union is recognized as the 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 line department for the Employer.

Section 3.2 Dues Deductions

Upon receipt of "Dues Deduction Authorization", from an employee, the employer shall deduct each month IBEW dues in the amount certified by the IBEW from the pay of the employee.

ARTICLE IV – STOPPAGE OF WORK

Section 4.1. No Strike

During the term of this agreement, neither the Union nor any officers, agents or employees covered by this agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situation, mass absenteeism, picketing (with regard to wages, hours, or terms and conditions of employment) for or against the City or at the home or outside business of any elected official of the City, picketing in a City uniform or any other concerted intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. The City and the Union agree to work together to resolve any potentially hostile situation in the event of a legally established picket line. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the City.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this article. In addition, in the event of a violation of this section of this article the Union agrees to inform its members of their obligations under this agreement and to direct them to return to work.

Section 4.2. – No Lockout

The City will not lock out any employees during the term of this agreement as a result of a labor dispute with the Union.

ARTICLE V – SETTLEMENT OF DISPUTES

Section 5.1. Handling of Complaints

It is mutually desirable that all matters relating to employment, including any grievance or complaints, be adjusted within the Employer's place of business, if possible. The Employer agrees to meet and treat with respect the duly accredited representatives of the Union relative to all such matters. Unless, by mutual consent, any different procedure is adopted, the matter shall be handled in accordance with the following steps:

- A. Between the aggrieved employee and his foreman, and
- B. Between representatives of the Union, including its business manager and the department director and/or his designee.

Section 5.2. Charges against Employee

Upon conclusion of an investigation which may result in disciplinary action against an employee, the Union will be notified of any charges resulting from the investigation against said employee(s) within two working days after employee's receipt of such charges.

For discipline other than verbal and written warnings, the Union shall be notified of such discipline within one working day after employee's receipt of such discipline. For any discipline issued related to the violation of violence in the workplace policy, anti-harassment policy, drug/alcohol policy and theft (refer to Section 7.8), the Union shall be notified of such discipline within one working day after employee's receipt of such discipline.

Section 5.3. Grievance Procedure

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation, or application of the provisions of this agreement.

STEP 1: Any employee who has a grievance shall discuss it with his immediate foreman. The immediate supervisor will notify his supervisor of the grievance before rendering his answer. The immediate foreman shall give his answer to the employee within five (5) working days after such discussion. If the foreman has a grievance it shall be discussed with his immediate supervisor.

STEP 2: If a remedy is not reached in Step 1, the grievance shall be reduced to writing (see Appendix A) and presented by the Union to the department director and/or his designee within five (5) working days following the foreman's answer in Step 1. The department director and/or his designee shall attempt to resolve the

grievance as soon as possible but shall give his answer in writing to the Union within five (5) working days after receipt of the grievance.

STEP 3: If not adjusted in Step 2, the Union shall request a meeting with the city administrator or his representative designated within five (5) working days of the answer in Step 2. 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 representative shall give the Union the Employer's answer within ten (10) working days following their meeting.

STEP 4: Grievances that are 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 3. When arbitration is requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within ten (10) working days from the date of which arbitration is requested, then the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) arbitrators, pursuant to the rules of the association. From such a list of arbitrators, the grieving party shall then strike two (2) names and the other party 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 to ask for a new list from the FMCS arbitrators shall have no right to ignore, add to, take from, or modify any of the provisions of this agreement.

Section 5.4. Union's Right to Discipline

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

ARTICLE VI - SENIORITY

Section 6.1. Definition

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 as outlined in section 10.3 – Apprentice to Lineman Seniority or where service is interrupted by reason of layoff, resignation, or discharge. Layoffs shall not terminate the seniority of any employee, except as provided below.

Section 6.2. Termination of Seniority

The seniority of an 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 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) weeks after written notice by registered mail to his last known address requesting such return.

Section 6.3. Promotions

In making promotions or demotions, seniority, as defined herein, shall be given full consideration, and where fitness and ability are sufficient, seniority within the electric division and bargaining unit will prevail. Final determination of qualifications shall be made by the Employer, except that any dispute, which may arise in connection with any such matter, shall be handled in accordance with the provisions of this agreement for the settlement of disputes.

Section 6.4. Layoffs; Recalls

Should it become necessary to lay off any employee on account of lack of work or reduction of forces, layoffs shall be made in the inverse order of seniority of the employees within their occupational group defined as locator; operations assistant; linemen; crew leader; sr. crew leader; and foreman. A more senior lineman may bump another employee in a lower occupational group if the lineman is fully qualified to perform the duties of that position at time of lay off. The employee must notify the Employer within two (2) working days of his intent to bump.

The Employer shall give each such employee or employees affected a reasonable notice in advance, normally not less than fifteen (15) days. In lieu of advance notice, however, the City may provide 120 hours straight-time severance pay to the employee or employees being laid off. If, thereafter, a vacancy occurs in an IBEW position, the laid-off employee shall be offered the opportunity of filling same in accordance with his seniority status, provided such laid off employee has recall rights (refer to Section 6.2) and is fully qualified to perform the duties of the position at time of recall.

If a foreman/crew leader/lineman bumps to a lower occupational group within the IBEW due to layoffs, he holds his rights to his higher position for two (2) years. If after two (2) years the position becomes available, the position will be posted per Section 11.4.

Section 6.5. Injuries

If any employee covered by this agreement is injured while not in the performance of his duty (outside of working hours, on vacation, on weekends, or on holidays), or becomes ill, he shall continue his seniority rights for a period of six (6) months from his last working day. If 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 (6) months 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 ill or incapacitated due to injury beyond one (1) year must apply for reemployment with a statement of when he expects to be available. Any employee who is employed by the department maintains the record of seniority, which he possessed at the time of making application. Seniority will not accumulate beyond the first year 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.

Article VII – WORKING CONDITIONS

Section 7.1. Safety Rules

In order to have a safe place to work, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this agreement. All such employees shall comply with all safety rules and regulations established by the City.

Section 7.2. Safety Glasses

Suitable safety glasses shall be provided by the Employer with the employee providing the examination and prescription. Glasses will be replaced at the discretion of the department director. Tinted glasses will be made available through the Employer at the expense of the employee.

Section 7.3. Safety Shoes

Employees will be reimbursed up to \$150.00 for fiscal year 2015/16 and 2016/17 and an additional \$5 each year thereafter for the term of the contract. Employees may be reimbursed the balance available for the entire term of the contract at any time during the term of the contract. Employees have the ability to use the reimbursement for all items related to safety shoes.

New employees will be reimbursed for the value available in the fiscal year hired and any remaining years of the contract. If an employee separates from employment with the electric division prior to term of the contract and has utilized reimbursement exceeding what would have been available during the fiscal year of separation, the employee shall repay the City, upon demand, the sum equivalent to total additional value that has been reimbursed.

Section 7.4. Tools

The Employer shall furnish to the employee all tools and equipment necessary to perform his duties. Suitable rain protection equipment shall be furnished by the Employer for employees required to work outdoors during inclement weather.

The employee will be responsible for their return in good condition, with reasonable wear and tear.

Section 7.5. Tuition Reimbursement

The Employer shall reimburse employees for tuition costs of job-related educational courses in accordance with the Employer's normal tuition reimbursement program.

Section 7.6. Drug/Alcohol Substance Use Policy

Drug and alcohol issues shall be handled in accordance with City policy. Violations of such policy shall be subject to the grievance procedures. The employer will notify the Union whenever the policy changes.

Section 7.7. American with Disabilities Act (ADA)

The City may take any steps necessary to implement and maintain full compliance with the ADA.

Section 7.8. Termination and Disciplinary Action

The Employer shall have the right to discharge any employee at any time for a justifiable cause, such as incompetence, insubordination, dishonesty, intoxication, or the use of controlled substances. In the event any employee is discharged or discriminated against, such 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. The time limit in paragraph 6 shall apply to both Employer and the employee whenever action is taken under this paragraph. An employee may be discharged for minor violations or given time off for minor violations if prior verbal and written warnings have been issued. Upon putting disciplinary action into effect, a representative of the City will mail notice of the discipline to the Union via certified mail.

Disciplinary actions, except for warnings regarding violations of the violence in the workplace policy, anti-harassment policy, drug/alcohol policy, and theft, shall be purged from the employee's personnel file, after one (1) year, if no subsequent warnings of the same nature have been issued, at the employee's request.

Section 7.9. Discrimination for Union Activities

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

Article VIII – PAID TIME OFF

Section 8.1. Vacation Scheduling

The department director or his designee shall establish a vacation schedule for employees sufficiently early each year so that all employees can plan their own schedules and so that the foreman can program the work of the department.

Vacation schedules shall be arranged so as to provide minimal disruption so the work of the department can be reasonably achieved. For like positions, departmental seniority shall govern for the granting of priorities for vacation scheduling and shall be subject to the final approval of the department director or his designee.

Section 8.2. Vacation Accrual

For each full year of employment, all regular employees hired prior to May 1, 2011, will earn a vacation with pay in accordance with the following:

1 year of service	10 working days
2 years of service	10 working days
3 years of service	10 working days
4 years of service	10 working days
5 years of service	15 working days
6 years of service	15 working days
7 years of service	15 working days
8 years of service	15 working days
9 years of service	15 working days
10 years of service	16 working days
11 years of service	17 working days
12 years of service	18 working days
13 years of service	19 working days
14 years of service	20 working days
15 years of service	21 working days
16 years of service	22 working days
17 years of service	23 working days
18 years of service	24 working days
19 years of service	25 working days

The following vacation schedule shall apply for all employees hired after May 1, 2011:

1 - 4 years of service	10 working days
5 years of service	11 working days
6 years of service	12 working days
7 years of service	13 working days
8 years of service	14 working days
9 – 14 years of service	15 working days
15 years of service	16 working days
16 years of service	17 working days
17 years of service	18 working days
18 years of service	19 working days
19 years of service	20 working days

Section 8.3. Vacation on Holiday

In a case when a holiday is observed on a day during the employee's regular vacation, no vacation time shall be charged for that day.

Section 8.4. Vacation Earned & Used

Vacations are earned and used in accordance with the procedures provided for all other employees of the City of St. Charles.

Section 8.5. Vacation Pay-Out at Retirement

An employee with a hire date prior to May 1, 2011, shall be eligible to receive forty (40) hours of vacation pay at the time of his retirement if the employee has at least twenty (20) years of service with the City at the time of retirement. Compensation shall be calculated using the employee's hourly rate of earnings at the time of retirement. The employee must apply for retirement benefits to be eligible for this benefit.

Section 8.6. Vacation Carry-Over

An employee may accumulate up to the amount of vacation accumulated in two (2) years. The employee's vacation accumulation shall be adjusted on the employee's anniversary date to reflect no more than the maximum.

Section 8.7. Donation of Vacation/Personal Leave

IBEW employees only shall have the ability to donate vacation and personal leave time to another IBEW employee when needed for a non-work related illness, injury, impairment, or physical or mental condition which has caused or would cause the employee to be unable to perform his regular work duties as documented by a medical doctor's certification and take leave without pay.

Section 8.8. Sick Leave Accrual

Sick leave with full pay shall be credited to all regular employees at the rate of one (1) workday for each full month of service for one employee. Additional sick leave may be allowed and paid for on either full or partial basis upon approval of the department director and human resources. Appeals may be done in accordance with City policy. Sick leave shall not be considered as a privilege that 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 of a child or to meet physical examination appointments or other sickness prevention measures. For birth of a child and/or sickness other than a child, the Family & Medical Leave Act will apply.

To receive compensation while absent on sick leave, the employee shall notify his department director or supervisor in a reasonable time under the circumstances. When absence is for more than forty-eight (48) hours (two days), the employee may be required to file a physician's certificate certifying to the illness or disability of the employee, and/or spouse/child.

Section 8.9. Sick Leave Carry-Over

Unused sick leave shall be and is to be used for sick leave only. Employees will be compensated at their regular hourly wage for up to four hundred fifty (450) hours of accumulated sick leave upon separation, provided that separation is not a result of action under Section 7.8 - Termination and Disciplinary Action of this agreement. All employees covered by this agreement working for the City on or before April 30, 1986, are to receive up to a maximum of 600 hours of accumulated sick leave pay upon separation, provided that separation is not a result of action under paragraph 18 of this agreement. Any employee hired on or after May 1, 1994, will be compensated at their regular hourly rate for up to 450 hours of accumulated sick leave upon retirement and shall not be eligible for compensation upon separation for any reason other than retirement.

Section 8.10. Sick Leave Abuse

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 board of the Union.

Section 8.11. Funeral Leave

Reasonable time off as required shall be granted to regular employees in case of a death in his immediate family. Immediate family is outlined in City policy. Normally, not more than three (3) days of such time off between the death and burial will be granted without loss of basic hourly rate of pay. If more than three (3) days are needed for the death of a spouse, parent, or child, an additional two (2) days of funeral leave may be granted by the department director.

Section 8.12. Jury Duty & Military Leave

A regular employee will be paid his basic rate of pay while performing jury service and military service during his regular workweek. Such pay for military leave shall not be allowed for more than two (2) weeks in any fiscal year (May 1 – April 30) unless such military call-up results from governmental action to contain natural or civil disorders. All fees received for military service will be retained by the employee except it shall be deducted from the basic earnings of the employee for the period. Travel allowances or subsistence payments shall not be considered as fees received for service.

Any employee who must appear in court as a result of being called as a witness may be excused from work and continue to receive his base pay. To qualify for such excused absence, the employee must submit a copy of the subpoena or summons to his supervisor and gain his permission.

Section 8.13. City-Recognized Holidays

The following and other days as may be designated by the city administrator and city council are holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day.

Effective January 1, 1999, in lieu of Good Friday, Veteran's Day, and Election Day, each employee hired prior to January 1, 1999, shall receive 18 hours of floating holiday time. Employees hired after January 1, 1999, are not eligible for floating holiday time. Floating holidays shall be treated as personal time for purpose of carryover and scheduling.

Section 8.14. Holiday Eligibility & Pay

Each full-time employee will be paid for eight (8) hours straight time pay for each day observed as a holiday, provided he has completed thirty (30) days of employment and has worked the regular scheduled work day before and after the day observed as a holiday unless the failure to do so:

- a. is because of sickness or work-related injury, the department may request a physician's statement in such cases; or
- b. is because said days are his normal days off duty; or
- c. is because he is on vacation and/or personal leave.

Whenever a holiday falls on Sunday, the following Monday shall be considered the holiday. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Those employees who are required to work on Saturday or Sunday of a holiday will be paid as follows:

Saturday	Overtime (1-1/2 x base rate)
Sunday	Premium (2 x base rate)
Holidays	Premium (2 x base rate + holiday pay)

Time and one-half shall be paid for all overtime work except Sundays and holidays. When a holiday falls on a Saturday and is celebrated on the preceding Friday, employees who are required to work will be paid the premium rate for work performed on the Friday and paid the overtime rate for work performed on the Saturday.

Section 8.15. Personal Leave

Three (3) personal days shall be available to full-time employees covered by this agreement per calendar year. Full-time employees are eligible to receive an additional eight (8) hours of personal time off (maximum of 32 hours per calendar year) provided they meet all of the following criteria:

- Employee worked all full pay periods in the previous calendar year.

- Employee uses six (6) or less sick days during that calendar year.

Section 8.16. Family & Medical Leave Act (FMLA)

Qualified leaves under the federal Family Medical Leave Act (“FMLA”) shall be governed by the City’s Family Medical Leave Act policy. Remedies for violations of the FMLA are provided by law and are within the exclusive jurisdiction of the U.S. Department of Labor; therefore, such shall not be subject to the grievance procedure.

Article IX – HOURS OF WORK: STRAIGHT TIME/OVERTIME

Section 9.1. Normal Work Day

A regular working day for all employees covered by this agreement shall not exceed eight (8) hours. The hours of the electric office will be from 7:00 a.m. to 3:00 p.m. and to consist of five (5) consecutive eight (8) hour days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday with a 30-minute paid lunch period, which shall normally be scheduled by the crew leader; however, management retains the right to schedule lunch and break periods based on the needs of the operation.

Work performed in excess of eight (8) hours within a workday, in excess of forty (40) hours within a workweek, and on Saturday are paid at time and one-half. Work performed in excess of twelve (12) consecutive hours, on a holiday, or on Sunday are paid at double time.

Section 9.2. Coffee Breaks

Employees covered by this agreement will be allowed a fifteen-minute (15-minute) coffee break in the morning. Employees may not leave the work site during coffee breaks.

Section 9.3. Working in Inclement Weather

Regular employees shall not be required to do their work outdoors in rainy or inclement weather, except in case of emergencies or in the performance of essential duties.

Section 9.4. Supervisor’s Work

Supervisors shall not do work of the employees included in the bargaining unit except in case of emergency.

Section 9.5. Meal Allowance

An employee who is required to work emergency hours shall be eligible for a meal or a meal money allowance (receipts required):

- A. After three (3) continuous emergency hours following a work day.

- B. After working five (5) consecutive hours outside of a regular work day for emergencies, an employee will receive a half-hour at time-and-a-half paid meal break or a half-hour at time-and-a-half pay if released. If not released, then a half-hour meal break will be given in accordance with 9.5 D. The meal allowance is set forth in City policy.
- C. Employees called prior to 5:00 a.m. and who work continuously into their regular workday will be furnished a meal. The employee will also be allowed to eat the meal on City time.
- D. During emergency situations these meals periods will be coordinated by the individual in charge.

Section 9.6. Offset of Overtime

No employee shall be required to take time off on a regularly scheduled workday to offset overtime worked or to be worked.

Section 9.7. Rest Period after Overtime

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 he returns to work. If a rest period, under the provisions of this section, extends into a basic workday, the employee shall lose no time thereby. After working twelve (12) continuous hours, all additional time will be double time.

Section 9.8. Call-Ins

The 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.

- A. An employee who is called in to work between midnight and 7 a.m. shall receive pay at two (2) times the employee's hourly rate for a maximum of two (2) hours.

Section 9.9. Crew Leader Assignment

Whenever the number of linemen in any one crew consists of three (3) or more men, one man shall be designated crew leader. When a crew is working on energized primary lines, a crew leader must be close enough to the working crew to permit supervision of the work. There shall not be two (2) linemen in any crew unless a crew leader is in charge, except in the service truck.

Article X – Wages and Wage Rates

Section 10.1. Pay Day

Payday shall be every two (2) weeks.

Section 10.2. Wages

A. Line foreman, senior crew leader, and crew leader are special classes of highly skilled employees and are appointed or hired by the director of the electric utility. The line foreman’s wages are set at 114%; the senior crew leader’s wages are set at 110% and the crew leader’s wages are set at 107% of the journeyman lineman’s rate of pay.

B. Salary ranges shall be adjusted as follows:

HOURLY RATE SCHEDULE

	FY 15/16 4.5%	FY 16/17 2.75%	FY 17/18 2.5%
Effective Date	5/1/2015	5/1/2016	5/1/2017
Foreman	\$54.67	\$56.17	\$57.57
Sr. Crew Leader	\$52.77	\$54.22	\$55.58
Crew Leader	\$51.33	\$52.74	\$54.06
Lineman	\$47.96	\$49.28	\$50.51

C. The operations assistant and locator wages are located in Appendix B. The operations assistant and/or locator position may be hired anywhere within the range based upon experience. Step increases occur on employee’s anniversary date.

Should there be a future opening for a full-time locator; the City reserves the right to hire a full-time locator who is not a lineman. The City may supplement the locating function with a lineman from time to time. The City will continue to pay lineman rate to any lineman doing locates.

D. Apprentice Lineman

1 st 6 months	75% of Journeyman’s rate of pay
2 nd 6 months	77% of Journeyman’s rate of pay
3 rd 6 months	80% of Journeyman’s rate of pay
4 th 6 months	83% of Journeyman’s rate of pay
5 th 6 months	85% of Journeyman’s rate of pay
6 th 6 months	87% of Journeyman’s rate of pay
7 th 6 months	90% of Journeyman’s rate of pay
8 th 6 months	95% of Journeyman’s rate of pay

0-6 months	75.00%	\$ 35.97	\$ 36.96	\$ 37.88
6-12 months	77.00%	\$ 36.93	\$ 37.94	\$ 38.89

12-18 months	80.00%	\$ 38.36	\$ 39.42	\$ 40.40
18-24 months	83.00%	\$ 39.80	\$ 40.90	\$ 41.92
24-30 months	85.00%	\$ 40.76	\$ 41.88	\$ 42.93
30-36 months	87.00%	\$ 41.72	\$ 42.87	\$ 43.94
36-42 months	90.00%	\$ 43.16	\$ 44.35	\$ 45.46
42-48 months	95.00%	\$ 45.56	\$ 46.81	\$ 47.98

Section 10.3. Apprentice to Lineman Seniority

- A. Apprentice lineman’s seniority as a lineman commences when the apprentice has served four years of training, completed and passed required apprentice lineman course material, developed by the National Joint Apprenticeship and Training Committee for the electric industry and has obtained certification as a certified lineman. As of 5/1/2016, all non-certified lineman shall move to the least senior lineman position and will not earn seniority until certification is acquired.
- B. The apprentice’s employer, foreman, and supervisors will monitor the type of work the apprentice is allowed to do, in accordance with the apprentice’s ability.
- C. Apprentices who voluntarily separate employment with the electric division prior to being promoted to lineman, shall repay the city, upon demand, the sum equivalent to total cost expended to date for school (tuition, fees, books, study material, etc.). It would be prorated as follows:

0 - 6 months	100%
6 – 12 months	80%
12 – 18 months	60%
18 – 24 months	40%
24 – 36 months	20%
36 – 48 months	10%

Minimum work schedule requirements to be accomplished by the completion of indicated intervals for advancement:

Six months

Be able to rig rope lines and perform all necessary rope tying knots. Pole climbing skills will be accomplished to the degree of not obstructing continued training. Also needs to be able to identify various wire types and sizes.

Twelve Months

Carry out framing work on de-energized secondary and single-phase primary conductors. Know basic maintenance of street lighting circuits and equipment. Have the ability to productively operate line vehicles and other related equipment and follows verbal and diagram instructions for project requirements.

Eighteen Months

Work energized secondary conductors, not to exceed 600 volts. Execute faults finding and cable locating tasks.

Twenty-Four Months

Perform work on three phase de-energized primary conductors with a journeyman or crew leader present and energized single phase primary conductors with rubber gloves and hot sticks, including underground terminations and splices. Also understanding counteracting strains and guying requirements.

Thirty Months

Should be competent in identifying specific system circuit and switching operations and related equipment. Understand magnetism, transformers, and transformer bank configurations.

Thirty-Six Months

Work on energized three phase primary conductors with rubber gloves and hot line sticks with a journeyman or crew leader present. Competent in providing line clearance trimming techniques and performing line conductor stringing and sagging.

Forty-Two Months

Work on energized conductors with minimal supervision. Participate in single phase and three phase switching procedures. Able to set, interrogate, and operate substation equipment for troubleshooting and switching.

Forty-Eight Months

Must successfully obtain the certification by IBEW as a certified lineman.

Section 10.4. Transfers/Upgrades

When a lineman takes the place of a crew leader, the lineman will be paid for all hours worked at the crew leader rate of pay. When an IBEW employee, as directed by supervision, is acting foreman, that employee shall receive the foreman rate of pay.

Section 10.5. Stand-By

- A. Two lineman on standby shall be paid at the rate of eighteen (18) hours straight time pay for standby duty beginning on Monday at 7:00 a.m. and continuing until the following Monday at 7:00 a.m. Standby days may be changed upon the mutual agreement of Employer and IBEW employees.

An additional six (6) hours straight time pay shall be paid for standby time on legal holidays or days celebrated as such. (7-½ hrs. pay shall be paid for single holidays that fall on Tuesday, Wednesday, or Thursday.) The employer shall furnish a suitable alerter for lineman assigned to standby duty. Any employee on standby shall receive the first call for overtime. While on standby the employee must stay within the boundaries of the residency requirement as stated in this agreement. The Employer shall provide a standby roster for the entire year.

- B. An employee, who is contacted for a JULIE callout after normal work hours while on standby shall respond independent of the second lineman on standby. The Employer and Union acknowledge for specific JULIE location activities two linemen may be necessary (i.e. when access to a live transformer is required to provide locates). At these special JULIE locates, the crew leader will determine the need for a second lineman to assist in the locate; however, management retains the right to review implementation of need for two person locates.

Article XI – FILLING VACANCIES

Section 11.1. Pre-Employment Medical Report

All employees must submit a pre-employment medical report. The physical will be performed by City-appointed physicians.

Section 11.2. Probationary Period

The apprentice lineman probationary period shall be one (1) year. All other new employees shall have a six (6) months probationary period to prove their adaptability.

Any employee who is promoted shall be given thirty (30) days to acquaint himself with the job and prove his ability to fill same satisfactorily. Should any employee at the end of the thirty (30) days prove unfit for the job to which he was promoted, he shall return to his former job without any loss of seniority.

Section 11.3. New Employee – Union Card

When a new employee comes to work with a qualified union card, he shall receive the top pay in his classification if he is hired for that classification.

Section 11.4. Posting of Available Positions

The posting of available positions within IBEW, including the rate of pay and qualifications, will be posted on the department bulletin boards for a period of five (5) days to allow City employees the opportunity to apply for these jobs, prior to hiring an individual from outside the City employ.

Article XII – INSURANCE

The employees covered by this agreement shall receive the same life and health insurance benefits as provided for all other City employees. Employee dependents, as defined by the City's insurance carrier, are to be included in the medical coverage.

Employees shall pay 25% of dependent health care costs. The dependent health care costs shall be calculated based on the City's procedure in effect at the date of contract approval.

The Union shall have the opportunity to have a representative meet with a City representative at least once annually to review and comment on the City's health plan.

The employees shall be allowed to participate in the City HEALTHY program.

Article XIII - RESIDENCY

As a condition of continued employment with the City, employees shall maintain primary residency and domicile within the following boundaries:
Commencing at the center of the intersection of Route 20 and IL Route 59 proceed westerly along Route 20 to Plank Road (Kane County Route 22 and 38), continuing west along Plank Road to County Line Road, continuing south along County Line Road to the Union Pacific Railroad tracks, continuing northwesterly along the Union Pacific Railroad tracks to the northerly extension of South Kincaid Street (on the west side of Maple Park), continuing southerly along South Kincaid Street extended southerly to IL Route 38, continuing southeasterly along IL Route 38 to County Line Road, continuing southerly along County Line Road to Perry Road (Kane County Route 4), continuing easterly along Perry Road to Harter Road, continuing southeasterly along Harter Road to Lorang/Dugan Roads, continuing south along Lorang/Dugan Roads to Route 30, continuing east on Route 30 to IL Route 56, continuing easterly along IL Route 56 to Galena Boulevard, continuing easterly on Galena Boulevard to Orchard Road, continuing northerly along Orchard Road to Indian Trail Road, continuing easterly along Indian Trail Road to IL Route 31, continuing northerly along IL Route 31 to I88, continuing easterly along I88 to IL Route 59, continuing northerly along IL Route 59 to Route 20, also including the City of West Chicago that is westerly of County Farm Road. Any current employee who did not meet the resident requirements as of May 1, 1994, may continue to reside at their current residence. However, if the employee moves to another residence, the relocation must be within the specified boundaries.

Article XIV – CLEAN AIR ACT

The City may take all steps necessary to comply with mandates under the Clean Air Act. The Union shall have the right to review and comment on any commuter option plan developed by the City before implementation.

Article XV- IMRF 5+5

During the term of this contract, the City will review the feasibility of implementing the 5+5 retirement option. The City will inform the union of its findings and determination.

SIGNED FOR THE CITY OF ST. CHARLES

By: _____
City Administrator

Date

By: _____
City Clerk

Date

SIGNED FOR LOCAL UNION NO. 196
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By: _____
Business Manager

Date



Appendix A - Grievance Form
City of St. Charles and
International Brotherhood of Electrical Workers (IBEW Local #196)
Grievance Form and Record of Proceedings



Name		Today's Date	
Step 2 – Department Director/Designee			
State Grievance/ Contract Violations	Date of Grievance:		
Settlement Requested			
Signed – Aggrieved Employee		Signed – Union Representative	
City's Reply to Grievance			
	Signed – City Representative		Date:
Is decision satisfactory? <input type="checkbox"/> Yes <input type="checkbox"/> No		Signed – Union Representative Date:	
Has case been appealed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Step 3 – City Administrator			
Union's Reply			
	Signed – Union Representative		Date:
City's Reply			
	Signed – City Representative		Date:
Is decision satisfactory? <input type="checkbox"/> Yes <input type="checkbox"/> No		Signed – Union Representative Date:	
Has case been appealed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Step 4 – Arbitration			
Union's Reply			
	Signed – Union Representative		Date:
Case appealed by: <input type="checkbox"/> Union <input type="checkbox"/> City		Date:	

Form No. 49

