

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IA

Title:

Recommendation to approve a Resolution Authorizing the Execution of an Agreement between the City of St. Charles and International Brotherhood of Electrical Workers Local Union No. 196

Presenter:

Jennifer McMahon, Director of Human Resources

Meeting: City Council

Date: July 16, 2018

Proposed Cost: Based on wages noted in Appendix B of the CBA

Budgeted Amount: Based on wages noted in Appendix B of the CBA

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Attached for Council consideration, is a resolution authorizing execution of a collective bargaining agreement that was ratified by the International Brotherhood of Electrical Workers Local Union No. 196 following collective bargaining. The agreement would be effective from May 1, 2018, through April 30, 2022. The wage schedule specifies a 3% increase for FY 2018/19 and 2019/20; 2.75% increase for FY 2020/21; and 3% increase for FY 2021/22. The FY 2018/19 wage increase will be applied retroactively to May 1, 2018.

**Attachments** *(please list):*

- A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and International Brotherhood of Electrical Workers Local Union No. 196
- Agreement Between the City of St. Charles and Local Union No. 196 International Brotherhood of Electrical Workers IBEW

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve a resolution authorizing the execution of an agreement between the City of St. Charles and International Brotherhood of Electrical Workers Local Union No. 196

**City of St. Charles, Illinois  
Resolution No. 2018 - \_\_\_\_**

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

**Presented & Passed by the  
City Council on July 16, 2018**

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, 2018, through April 30, 2022.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 16<sup>th</sup> day of July, 2018.

PRESENTED by the City Council of the City of St. Charles, Illinois, this 16<sup>th</sup> day of July, 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 16<sup>th</sup> day of July, 2018.

\_\_\_\_\_  
Raymond P. Rogina, Mayor

ATTEST:

\_\_\_\_\_  
Chuck Amenta, City Clerk

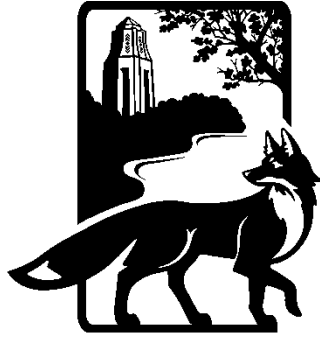
COUNCIL VOTE:

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, 2018 – April 30, 2022**

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## **PREAMBLE**

**AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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, 2018, and will remain in effect until April 30, 2022, 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, 2022.

### **Section 1.2. Termination**

Either party desiring to change or terminate this agreement must notify the other in writing by registered mail at least 60 days prior to April 30, 2022, 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 (IBEW).

## **ARTICLE III – RECOGNITION OF UNION**

### **Section 3.1. Recognition**

- A. 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 employees working in the Electric Services Division of the Public Works Department in the classification of Electric Line - Foreman, Electric Line – Sr. Crew Leader, Electric Line - Crew Leader, Lineman, Apprentice Lineman, Electric Locator, and Operations Assistant - Electric for the Employer.
- B. The Union's representation shall extend to any new classifications resulting from the City's combining, eliminating or modifying of duties now performed by the employees in the foregoing classifications but shall not extend to any employees or classifications not included in the Board's order or to any clerical employees, administrative employees, supervisors, managers, or guards as defined by the Illinois Public Employee Labor Relations Act.
- C. In the event the City establishes any new titles by combining, eliminating or modifying duties currently performed by employees in the Bargaining Unit, the Union shall be notified of such new titles and assigned duties. The City shall determine an appropriate rate of pay based on those rates in effect for similar titles. Employer agrees to meet and negotiate with Union, when requested within 30 calendar days after the notification to the Chief Union Steward and Local 196 Batavia office for the purpose of negotiating the new rate.

### **Section 3.2 Dues Deductions**

Upon receipt of "Dues Deduction Authorization," from an employee in a position defined under Section 3.1, the Employer shall deduct each month IBEW dues in the amount certified by the IBEW from the pay of the employee.

## **ARTICLE IV – MANAGEMENT RIGHTS**

### **Section 4.1. Management Rights.**

- A. General Rights Reserved. This Agreement does not abridge the City's right to manage. The "right to manage" includes rights: to establish the number of employees to be employed and the skills and/or other qualifications employees must possess in order to become and to remain employees of the City; to hire, evaluate the performance of, assign work to and to maintain discipline among employees (including rights to promulgate and enforce reasonable work rules and rules of



conduct appropriate to City employment, and to warn, suspend, demote, or discharge for just cause any employee who breaches same), or to contract out for provision of goods or services by other entities.

- B. The foregoing are not all-inclusive but represent in general terms the broad areas within which the City retains exclusive authority. These rights are subject to limitation by the express terms of this Agreement and by the Illinois Public Relations Act, but may not be ignored by the Union or by an arbitrator.
- C. Supervision. Supervisors and Division Managers are expected primarily to instruct employees and contractors, direct the work of employees, enforce discipline, and perform other functions of management.

## **ARTICLE V – STOPPAGE OF WORK**

### **Section 5.1. 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 5.2. 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 VI – SETTLEMENT OF DISPUTES**

### **Section 6.1. 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 Division Manager, and
- B. Between representatives of the Union, including its Business Manager and the Department Director and/or his designee.

### **Section 6.2. 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 8.8), the Union shall be notified of such discipline within one working day after employee's receipt of such discipline.

### **Section 6.3. 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 the Division Manager. The Division Manager shall give his answer to the employee within five working days after such discussion.

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 working days following the Division Manager'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 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 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 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 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 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 arbitrators, pursuant to the rules of the association. From such a list of arbitrators, the grieving party shall then strike two names and the other party shall then strike two names and the person whose name remains shall be the arbitrator. Provided, however, that either party shall have the right to reject one 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 6.4. Union's Right to Discipline**

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

### **ARTICLE VII - SENIORITY**

#### **Section 7.1. 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 7.2. Termination of Seniority**

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

- A. When laid off for a period of more than one year.
- B. When an employee resigns his employment with the Employer.
- C. When an employee is discharged for just cause.
- D. When an employee transfers from his position represented by the IBEW, but remains employed by the City in a position in another collective bargaining unit or non-union position, after a period of 24 months have passed while holding a new position.
- E. When an employee fails to return to work within two weeks after written notice by registered mail to his last known address requesting such return.

### **Section 7.3. Promotions within the Bargaining Unit**

In making promotions or demotions within the Bargaining Unit 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 7.4. 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 Unit seniority of the employees within their occupational group defined as Locator - Electric; Operations Assistant - Electric; Linemen - Electric; Crew Leader - Electric; Sr. Crew Leader - Electric; and Foreman - Electric. A more senior employee may bump another employee in a lower occupational group if the employee is fully qualified to perform the duties of that position at time of lay off. The employee must notify the Employer within two working days of the date of the layoff notice of his intent to bump.

The Employer shall give each such employee or employees affected a reasonable notice in advance, normally not less than 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 7.2) and is fully qualified to perform the duties of the position at time of recall.

If a Foreman - Electric/Crew Leader - Electric/Lineman - Electric bumps to a lower occupational group within the IBEW due to layoffs, he holds his rights to his higher position for two years. If after two years the position becomes available, the position will be posted per Section 12.4 Posting and Available Positions. Occupational groups are as follows:

- Foreman - Electric
- Sr. Crew Leader - Electric
- Crew Leader - Electric
- Lineman - Electric
- Apprentice Lineman - Electric
- Locator - Electric
- Operations Assistant - Electric

### **Section 7.5. 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 three months from his last working day. If the illness or injury continues beyond three months and the employee is not able to return to work, the employee must make application for a second three 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 six months 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 VIII – WORKING CONDITIONS**

### **Section 8.1. 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 8.2. Prescription Safety Glasses**

Prescription 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 or designee. Tinted glasses will be made available through the Employer at the expense of the employee.

### **Section 8.3. Safety Shoes**

Employees will be reimbursed up to \$165.00 for fiscal year 2018/2019 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 8.4. 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 8.5. 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 8.6. 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 8.7. American with Disabilities Act (ADA)**

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

**Section 8.8. Termination and Disciplinary Action**

The Employer shall have the right to discharge any non-probationary employee at any time for a justifiable cause, such as incompetence, repeated safety violations, insubordination, dishonesty, intoxication, or the use of controlled substances and a probationary employee for any reason at all. The Union steward shall be notified in advance of investigatory meetings that may result in discipline. Coachings are not considered discipline. Any delay in notification shall not impact the employer's right to issue discipline. 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. An employee may be discharged for minor violations or given time off for minor violations if prior verbal and written warnings have been issued.

Parties agree that should an employee receive a written reprimand or an oral reprimand that has been reduced to writing, and filed in the employee's personnel file, and should the employee not receive any further written reprimands or oral reprimands of the same nature, for a period of 12 consecutive months, then, upon the employee's written request, his personnel file shall be purged of the previous written reprimand or oral reprimand. Provided, however, that any such discipline pertaining to harassment, workplace violence or threats, theft, or misappropriation of property shall not be subject to purge from the employee's personnel file. Also provided that, to the extent the employee offers personnel documents, including but not limited to commendations or evaluations, older than 12 months in any forum, then the Employer may offer evidence of reprimands older than 12 months in order to provide a balanced picture of the employee's prior performance.

**Section 8.9. 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 IX – PAID TIME OFF**

### **Section 9.1. Vacation Scheduling**

The Division Manager 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 Division can be reasonably achieved. For like positions, unit seniority shall govern for the granting of priorities for vacation scheduling and shall be subject to the final approval of the Division Manager or his designee.

### **Section 9.2. 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 9.3. 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 9.4. 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 9.5. Vacation Pay-Out at Retirement**

An employee with a hire date prior to May 1, 2011, shall be eligible to receive 40 hours of vacation pay at the time of his retirement if the employee has at least 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 9.6. Vacation Carry-Over**

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

**Section 9.7. 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 9.8. Sick Leave Accrual**

Sick leave with full pay shall be credited to all regular employees at the rate of one 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. In addition, sick leave may be used for a maximum of six days per year, 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. For birth of a child and/or sickness other than a child, the Family & Medical Leave Act (FMLA) 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 48 hours (two days), the employee may be required to file a



physician's certificate certifying to the illness or disability of the employee, the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

### **Section 9.9. Sick Leave Carry-Over**

Unused sick leave shall be and is to be used for sick leave only. Employees hired before May 1, 1994, will be compensated at their regular hourly wage for up to 450 hours of accumulated sick leave upon separation, provided that separation is not a result of action under Section 8.8 Termination and Disciplinary Action 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 9.10. 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 9.11. 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 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 days are needed for the death of a spouse, parent, or child, an additional two days of funeral leave may be granted by the Department Director.

### **Section 9.12. 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 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 9.13. 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.

Employees 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 9.14. Holiday Eligibility & Pay**

Each full-time employee will be paid for eight hours straight time pay for each day observed as a holiday, provided he has completed 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 (1½ 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 9.15. Personal Leave**

Three 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 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 or fewer sick days during that calendar year.

**Section 9.16. Family & Medical Leave Act (FMLA)**

Qualified leaves under the federal Family Medical Leave Act (FMLA) shall be governed by the City's FMLA 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 X – HOURS OF WORK: STRAIGHT TIME/OVERTIME**

### **Section 10.1. Normal Work Day**

A regular working day for all employees covered by this agreement shall not exceed eight hours. The hours of the electric office will be from 7:00 a.m. to 3:00 p.m. and to consist of five consecutive eight-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. An employee will receive a half-hour at time-and-a-half paid meal break for a meal break taken on premises prior to punching out after working five consecutive hours outside of a regular work day for emergencies. Employees called prior to 5:00 a.m. and who works continuously into their regular workday will be allowed a 30-minute meal break on City time.

Work performed in excess of eight hours within a workday, in excess of 40 hours within a workweek, and on Saturday are paid at time and one-half. Work performed in excess of twelve consecutive hours, on a holiday, or on Sunday are paid at double time. There shall be no duplication or pyramiding of overtime, holiday overtime, or premium pay.

### **Section 10.2. Coffee Breaks**

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

### **Section 10.3. 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 10.4. Supervisor's Work**

Non-Bargaining Unit Supervisors shall not do work of the employees included in the Bargaining Unit except in case of emergency.

### **Section 10.5. 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 continuous emergency hours following a work day.
- B. 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.
- C. During emergency situations these meals periods will be coordinated by the individual in charge.

### **Section 10.6. 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 10.7. Rest Period after Overtime**

An employee who has worked more than 16 hours continuously, or more than eight hours overtime in a 16 hour period immediately preceding his basic work day shall, upon release, be entitled to an eight-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 continuous hours, all additional time will be double time.

### **Section 10.8. Call-Ins**

A call-in is defined as the instruction to report for emergency or special work outside the normal workday. This definition does not refer to scheduled overtime.

- A. The minimum of two 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.
- B. An employee who is called into work, as defined in Section 10.8, between midnight and 7:00 a.m. shall receive pay at two times the employee's hourly rate for a maximum of two hours.
- C. When called in, the employee must be able to report to work as soon as possible, but no later than 75 minutes of receiving a request from the appropriate City personnel, be fit for duty, and be able to perform the stand-by duties safely and effectively.

### **Section 10.9. Crew Leader Assignment**

Whenever the number of Linemen - Electric in any one crew consists of three or more men, one man shall be designated Crew Leader - Electric. When a crew is working on energized primary lines, a Crew Leader - Electric must be close enough to the working crew to permit supervision of the work. There shall not be two Linemen - Electric in any crew unless a Crew Leader - Electric is in charge, except in the service truck.

## **ARTICLE XI – WAGES AND WAGE RATES**

### **Section 11.1. Pay Day**

Payday shall be every two weeks.

### **Section 11.2. Wages**

- A. Foreman - Electric, Sr. Crew Leader - Electric, and Crew Leader - Electric are special classes of highly skilled employees and are appointed or hired by the Electric and Communications Division Manager, the Manager of Electric Services and the Assistant Director of Public Works. The Foreman's - Electric wages are

set at 114%; the Sr. Crew Leader's - Electric wages are set at 110% and the Crew Leader's - Electric wages are set at 107% of the Lineman's - Electric rate of pay.

B. Salary ranges shall be adjusted as follows retroactively to May 1, 2018:

**HOURLY RATE SCHEDULE**

|                            | <b>FY 18/19 -<br/>5/1/2018<br/>3.00%</b> | <b>FY 19/20 -<br/>5/1/2019<br/>3.00%</b> | <b>FY 20/21 -<br/>5/1/2020<br/>2.75%</b> | <b>FY 21/22<br/>5/1/2021<br/>3.00%</b> |
|----------------------------|--|--|--|--|
| Foreman - Electric         | \$59.30                                  | \$61.08                                  | \$62.76                                  | \$64.64                                |
| Sr. Crew Leader - Electric | \$57.25                                  | \$58.96                                  | \$60.59                                  | \$62.40                                |
| Crew Leader - Electric     | \$55.68                                  | \$57.35                                  | \$58.93                                  | \$60.70                                |
| Lineman - Electric         | \$52.03                                  | \$53.59                                  | \$55.06                                  | \$56.71                                |

C. The Operations Assistant - Electric and Locator - Electric wages are located in Appendix B. The Operations Assistant - Electric and/or Locator - Electric position may be hired anywhere within the range based upon experience. Step increases occur on employee's anniversary date.

D. Apprentice Lineman - Electric

|                          |                                 |
|--------------------------|---------------------------------|
| 1 <sup>st</sup> 6 months | 75% of Journeyman's rate of pay |
| 2 <sup>nd</sup> 6 months | 77% of Journeyman's rate of pay |
| 3 <sup>rd</sup> 6 months | 80% of Journeyman's rate of pay |
| 4 <sup>th</sup> 6 months | 83% of Journeyman's rate of pay |
| 5 <sup>th</sup> 6 months | 85% of Journeyman's rate of pay |
| 6 <sup>th</sup> 6 months | 87% of Journeyman's rate of pay |
| 7 <sup>th</sup> 6 months | 90% of Journeyman's rate of pay |
| 8 <sup>th</sup> 6 months | 95% of Journeyman's rate of pay |

|              |        | <b>FY18/19<br/>3.00%</b> | <b>FY19/20<br/>3.00%</b> | <b>FY20/21<br/>2.75%</b> | <b>FY21/22<br/>3.00%</b> |
|--------------|--------|--------------------------|--------------------------|--------------------------|--------------------------|
| 0-6 months   | 75.00% | \$39.02                  | \$40.19                  | \$41.29                  | \$42.53                  |
| 6-12 months  | 77.00% | \$40.06                  | \$41.26                  | \$42.39                  | \$43.66                  |
| 12-18 months | 80.00% | \$41.61                  | \$42.86                  | \$44.04                  | \$45.36                  |
| 18-24 months | 83.00% | \$43.18                  | \$44.47                  | \$45.70                  | \$47.07                  |
| 24-30 months | 85.00% | \$44.22                  | \$45.54                  | \$46.80                  | \$48.20                  |
| 30-36 months | 87.00% | \$45.26                  | \$46.62                  | \$47.90                  | \$49.33                  |
| 36-42 months | 90.00% | \$46.82                  | \$48.23                  | \$49.55                  | \$51.04                  |
| 42-48 months | 95.00% | \$49.42                  | \$50.90                  | \$52.30                  | \$53.87                  |

- E. **New Employees**  
The City may, at its own exclusive discretion, hire a new employee and place that employee at any rate of pay that the City feels is adequate and commensurate with the new employee's qualifications.

**Section 11.3. Apprentice to Lineman Seniority**

- A. Apprentice Lineman's seniority as a Lineman commences when the Apprentice Lineman – Electric 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.
- B. The Apprentice Lineman's - Electric employer, Foreman, and supervisors will monitor the type of work the Apprentice Lineman – Electric is allowed to do, in accordance with the Apprentice Lineman's – Electric ability.
- C. Apprentice Linemen – Electric who voluntarily separate employment with the Electric Division prior to being promoted to Lineman – Electric, 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 11.4. Transfers/Upgrades**

When a Lineman takes the place of a Crew Leader - Electric, the Lineman - Electric will be paid for all hours worked at the Crew Leader - Electric rate of pay. When an IBEW employee, as directed by supervision, is Acting Foreman - Electric, that employee shall receive the Foreman - Electric rate of pay.

### **Section 11.5. Stand-by**

- A. Two Linemen - Electric on standby shall be paid at the rate of 18 hours straight time pay for stand-by duty beginning on Monday at 7:00 a.m. and continuing until the following Monday at 7:00 a.m. Stand-by days may be changed upon the mutual agreement of Employer and IBEW employees. An additional six hours straight time pay shall be paid for stand-by time on legal holidays or days celebrated as such; seven and a half hours pay shall be paid for single holidays that fall on Tuesday, Wednesday, or Thursday. The Employer shall furnish a suitable alerter for Lineman - Electric assigned to stand-by duty. Any employee on stand-by shall receive the first call-in for overtime, as defined in Section 10.8. The Employer shall provide a stand-by roster for the entire year.
- B. An employee, who is contacted for a JULIE call-in after normal work hours while on stand-by shall respond independent of the second Lineman - Electric on stand-by. 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 - Electric will determine the need for a second Lineman - Electric to assist in the locate; however, management retains the right to review implementation of need for two-person locates.

- C. While on stand-by, the employee must be continuously available to be contacted by the City through a telephone or electronic device, be able to report to work as soon as possible, but no later than 75 minutes of receiving a request from the appropriate City personnel, be fit for duty, and be able to perform the stand-by duties safely and effectively.

## **ARTICLE XII – FILLING VACANCIES**

### **Section 12.1. Pre-Employment Medical Report**

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

### **Section 12.2. Probationary Period**

The Apprentice Lineman - Electric probationary period shall be one year. All other new or promoted employees shall have a six months probationary period to prove their adaptability.

Any employee who is promoted shall be given 30 days to acquaint himself with the job and prove his ability to fill same satisfactorily. Should any employee at the end of the 30 days prove unfit for the job to which he was promoted, he shall return to his former job without any loss of seniority, if the position the employee vacated has not been filled within 30 days.

### **Section 12.3. 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 12.4. 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 days to allow IBEW-represented employees the opportunity to apply for these jobs, prior to hiring an individual from outside the City employ.

## **ARTICLE XIII – 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's applicable Wellness program.

## **ARTICLE XIV - MISCELLANEOUS PROVISIONS**

### **Section 14.01. Non-Discrimination.**

It is the continuing policy of Employer and Union that the provisions of this Agreement shall be applied to all covered employees without regard to race, color, creed, religion, age, national origin, sex, sexual orientation, disability, handicap, veteran's status, or marital status.

### **Section 14.02. Entire Agreement.**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes the prior Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement.

### **Section 14.03. Savings Clause.**

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the board, court or agency decision, and upon issuance of such a decision, the City and the Union agree to notify one another and to begin negotiations on a substitute for the invalidated article, section, or portion thereof as soon as practicable.

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**



|  |                               |  |       |
|--|-------------------------------|--|-------|
| <b>Name</b>  |                               | <b>Today's Date</b>                    |       |
| <b>Step 2 – Department Director/Designee</b>                                       |                               |  |       |
| State Grievance/<br>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   |                               |  |       |
| <b>Step 3 – City Administrator</b>   |                               |  |       |
| 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   |                               |  |       |
| <b>Step 4 – Arbitration</b>  |                               |  |       |
| Union's Reply  |                               |  |       |
|  | Signed – Union Representative |  | Date: |
| Case appealed by: <input type="checkbox"/> Union <input type="checkbox"/> City     |                               | Date:                                  |       |

Form No. 49

**Appendix B – Operations Assistant and Locator Progression/Wages**

| <b>Operations Assistant</b> |        | <b>FY 18/19<br/>3.00%</b> | <b>FY 19/20<br/>3.00%</b> | <b>FY 20/21<br/>2.75%</b> | <b>FY 21/22<br/>3.00%</b> |
|-----------------------------|--------|---------------------------|---------------------------|---------------------------|---------------------------|
| 0 - 1 year                  | 75.0%  | \$29.36                   | \$30.24                   | \$31.07                   | \$32.00                   |
| 1 Year                      | 77.5%  | \$30.33                   | \$31.24                   | \$32.10                   | \$33.07                   |
| 2 Year                      | 80.0%  | \$31.31                   | \$32.25                   | \$33.24                   | \$34.13                   |
| 3 Years                     | 85.0%  | \$33.27                   | \$34.27                   | \$35.21                   | \$36.27                   |
| 4 Years                     | 90.0%  | \$35.23                   | \$36.28                   | \$37.28                   | \$38.40                   |
| 5 Years                     | 95.0%  | \$37.18                   | \$38.30                   | \$39.35                   | \$40.53                   |
| 6 Years                     | 100.0% | \$39.14                   | \$40.31                   | \$41.42                   | \$42.67                   |
| <b>Locator</b>              |        | <b>FY 18/19<br/>3.00%</b> | <b>FY 19/20<br/>3.00%</b> | <b>FY 20/21<br/>2.75%</b> | <b>FY 21/22<br/>3.00%</b> |
| 0 - 1 year                  | 75.0%  | \$30.07                   | \$30.97                   | \$31.82                   | \$32.77                   |
| 1 Year                      | 77.5%  | \$31.06                   | \$32.00                   | \$32.88                   | \$33.86                   |
| 2 Year                      | 80.0%  | \$32.07                   | \$33.04                   | \$33.94                   | \$34.96                   |
| 3 Years                     | 85.0%  | \$34.07                   | \$35.09                   | \$36.06                   | \$37.14                   |
| 4 Years                     | 90.0%  | \$36.08                   | \$37.16                   | \$38.19                   | \$39.33                   |
| 5 Years                     | 95.0%  | \$38.09                   | \$39.23                   | \$40.31                   | \$41.52                   |
| 6 Years                     | 100.0% | \$40.09                   | \$41.29                   | \$42.43                   | \$43.70                   |