

# **IBEW Local 51 City of Geneseo Cemetery & Street Departments**



**Effective**

**July 1, 2018**

**Thru**

**June 30, 2022**

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LABOR AGREEMENT

Between

CITY OF GENESEO  
CEMETERY & STREET DEPARTMENTS

and

LOCAL UNION NO. 51, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(Affiliated with American Federation of Labor)

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Agreement dated this 1<sup>st</sup> day of July 1, 2018 between City of Geneseo (herein referred to as “City” or the “Employer”) and Local Union No. 51, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (herein called “Brotherhood” or the “Union”).

It is agreed by and between the parties hereto as follows:

This agreement shall take effect on the 1<sup>st</sup> day of July, 2018 and shall remain in full force and effect until and including the 30<sup>th</sup> day of June, 2022 and from year to year thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to the expiration date hereof or expiration date of any renewal, requesting termination of the Agreement, provided that the Brotherhood and the City agree that there shall be no strike or lockout after the expiration of this Agreement except upon ten (10) days written notice thereof by the initiating party.

It is agreed by and between the parties hereto as follows:

The City agrees to recognize the Brotherhood as the exclusive bargaining agency for all employees within the scope of this Agreement, and the Brotherhood agrees to act as the bargaining agency for all such employees.

The Union and City agree to continue their policies prohibiting discrimination or harassment against any employee because of his or her race, color, religion, sex, national origin, marital status, type of military discharge, physical or mental handicap, or age. Wherever in the agreement the term "his" appears in reference to an employee or the use of the word "man" in any title such as lineman, it shall be deemed to include both male and female.

Any provisions of this Agreement found by either party to be in conflict with State or Federal statutes shall be suspended when such conflict occurs and shall immediately thereafter be reopened for amendment to remove such conflict.

## **ARTICLE I - RECOGNITION**

Section 1. The provisions of this agreement shall apply to all employees of the City of Geneseo, holding the following job classifications/titles: Cemetery Foreman, Cemetery Laborer, Street Foreman, Street Lead Laborer and Street Laborer.

Section 2. This Agreement shall not apply to all other employees of the City of Geneseo, including all supervisors, managerial, and confidential employees as defined by the Illinois public Labor Relations Act.

## **ARTICLE II – MANAGEMENT RIGHTS**

Section 1. Management Rights. Except as specifically modified by other articles of this Agreement, the Union recognizes the City's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include, but are not limited to the following: to plan, direct, control and determine all the operations and services of the City, including the days and hours of operation; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish, combine or eliminate job classifications and to select personnel to fill them; to schedule and assign work; to hire, promote, demote and transfer employees; to discipline, suspend, discharge and to layoff employees, to determine work hours and hours of work per day and per week, including shift hours; to establish reasonable work and productivity standards and, from time to time, to change those standards, to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies that involve mandatory subjects of bargaining; to evaluate employees; to determine, change or eliminate existing methods, equipment or facilities; and to carry out the mission of the City.

The listing of the specific rights is not intended to be nor shall it be considered a restriction or a waiver of any of the rights of the City not listed whether or not such rights have been exercised in the past.

Section 2. Emergency Circumstances. If it is determined that civil emergency conditions exist, including, but not limited to, riots civil disorders, tornado conditions, floods, or other similar catastrophes, the provision of this Agreement that impede actions may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits, if any, shall not be suspended.

## **ARTICLE III – NO STRIKE**

Section 1. No Strike. During the term of this Agreement, neither the Union nor any officers, agents or any employee, covered by this Agreement, for any reason, will authorize, instigate, promote, institute, aid, condone, or engage in a slowdown, sit-down, work stoppage, refusal to perform overtime, mass absenteeism, strike, sympathy strike, picketing or any other interference or disruption of the work, operations functions or obligations of the City.

Section 2. Responsibility of Union. Should any activity proscribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately notify the employees, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately, and take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the City to accomplish this end.

Section 3. No Lockout. During the term of this Agreement, the City shall not lockout any employee as a result of a labor dispute with the Union.

Section 4. Judicial Relief. Nothing herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

#### **ARTICLE IV – EMPLOYMENT CONDITIONS**

Section 1. Fitness for Duty. If there is any question concerning an employee’s fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the City. If the City determines that any employee is not fit for duty based on the results of such an examination(s), the City may place the employee on sick leave or if an employee has exhausted all of his sick leave, on unpaid medical leave, consistent with City policies in effect at the time.

Section 2. Safety. All employees are expected to perform and work in an efficient, safe and capable manner particularly as it affects other employees, costs and quality of work. Employees will be held responsible for the condition of the areas in which they work and shall cooperate in maintaining the general cleanliness and orderliness of the work areas.

Section 3. Absences and Tardiness

- (a) It is understood that unauthorized or unreported absences, excessive absenteeism, repeated or excessive tardiness, or the abuse of sick leave (improper or excessive use) constitutes cause for discipline, up to and including discharge.
- (b) Any unauthorized or unreported absence or repeated or excessive tardiness shall be considered as without leave and a deduction of pay shall be made. Any unreported leave of two (2) days or more shall be grounds for discharge. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

Section 4. CDL. All Cemetery and Street Department workers are required, as a condition of employment, to obtain a CDL and the appropriate required endorsements within eight (8) weeks of beginning employment and to maintain the CDL and the appropriate required endorsements. Failure to inform the City of a suspended or revoked license, or to obtain or maintain a CDL or the appropriate required endorsements shall result in discipline, up to and including discharge.

Section 5. Dress Code. The City has the right to determine the appropriate attire for each classification and work location. The City may provide uniforms for certain employees. Any employee who is provided a uniform is required to wear the uniform. All employees are required to report to work being clean and neat in appearance.

Section 6. City Vehicles. Individuals, other than employees, shall not be permitted in City vehicles, unless with proper authorization.

Section 7. Americans with Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act.

Section 8. Distribution of Agreement. The Union shall have the responsibility for distributing a copy of this Agreement to all employees.

Section 9. Short-Term Employees. The City reserves the right to hire short-term employees.

#### **ARTICLE V – PROBATIONARY PERIODS**

Section 1. Probationary Period. All new employees of the bargaining unit and those hired after loss of seniority shall serve a probationary period of six (6) months. During the probationary period, the employee may be disciplined, suspended, laid off, demoted or terminated at the sole discretion of the City. Neither the reason for nor the action may be the subject to a grievance.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his most recent date of hire with the City in a position covered by the Agreement.

Section 2. Promotional Probationary Period. In the event an employee is transferred to a different position or classification paying the same wage rate or promoted to a position paying a higher wage rate, such employee shall be considered a probationary employee for the first six (6) months in the new position. During this probationary period, the City may return the employee to the employee's former position at the employee's former rate of pay if the position is vacant. If the employee's former position is not vacant, the City may implement the lay off provisions of this agreement.

Section 3. Time absent from duty or not served for any reason shall not count toward the satisfaction of any probationary period.

## **ARTICLE VI – SECONDARY EMPLOYMENT RESTRICTIONS**

Section 1. Employees governed by this Agreement are permitted to engage in employment for individuals or organizations or self-employment other than the City subject to the following restrictions:

- (a) Any outside employment is secondary to City employment and shall not interfere or conflict with the performance of City employment. In the event an employee accepts any employment, that appears to affect the performance, quality or timeliness of or conflict with his duties with the City, he shall be subject to disciplinary action by the City.
- (b) No employee shall accept employment with other individuals or organizations or self-employment without written notification to the Water and Sewer Superintendent and copied to the City Clerk for inclusion in the employee's personnel file, nor shall any employee accept employment which requires the use of City equipment, facilities or materials.
- (c) Employees are prohibited from working for any contractor that has a contract with the City during the period of the contract.
- (d) No leave of absence shall be granted to enable any employee to try or accept employment elsewhere or for self-employment.

## **Article VII- Grievance Procedure**

**Section 1: DEFINITION.** A grievance is defined as any dispute between the Employer and the Union or any employee covered by this Agreement regarding the application of this Agreement.

In the event any differences shall arise during the term of this Agreement between the City and any employee or employees, hereunder, or between the City and the Union, then such difference shall be settled in the following manner:

### **Section 2: STEPS IN PROCEDURE**

#### **Step 1: Department Director.**

Any employee or Union representative shall prepare a written grievance on a mutually agreed form (attached as Appendix C) and present the grievance to the Department Director no later than ten (10) business days after either; the grievant became aware of the occurrence giving rise to the dispute; or through reasonable diligence would have first learned of the occurrence giving rise to the grievance. Within seven (7) business days after the grievance has been submitted, the Director shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The parties may mutually agree to waive this meeting. The Director shall respond in writing to the grievant and the Union representative within seven (7) business days following the meeting, or if no meeting was held, from the date of receipt of the grievance.

**Step 2: City Administrator.**

If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the City Administrator. Said written grievance must be submitted to the City Administrator within seven (7) working days of receipt of the Employer's written answer as provided in Step 1 above. The City Administrator shall render a written decision within seven (7) working days of receipt of the written appeal.

**Step 3: City Council Committee.** If the grievance is not settled at Step 2, the grievance may be referred in writing, within seven (7) business days after the decision of the City Administrator, to a three member committee appointed by the Geneseo City Council, one of which members must be a member of the City Council and the remaining two members to be either City Council members or supervisors employed by the City. Within twenty (20) business days after the advancement of the grievance, the committee shall meet with the Union representative and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The committee shall respond in writing to the grievant and the Union within seven (7) business days following the meeting.

**Step 4: Arbitration.** If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Union within twenty (20) business days after the Geneseo City Council committee's written decision or the expiration of the seven (7) business day period if the Geneseo City Council committee fails to render a written decision. The Employer and the Union shall request the Federal Mediation and Conciliation Service (FMCS) to forward a list of recognized arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss. Either party may reject one (1) entire panel.

The arbitrator shall be notified by a joint letter from the City and the Union requesting that he set a time and place, subject to the availability of the City and the Union representatives. All arbitration hearings shall be held in Geneseo, Illinois.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend, amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. Questions of arbitration shall be decided by the arbitrator. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) business days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a

written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses.

**Section 3: Representation at Grievance Meetings.** An employee is entitled to Union representation at each step of the grievance procedure upon his request. Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees of the group. Notwithstanding the right of an employee to file grievances and process them through Step Three of the grievance procedure, only the Union shall have the right to advance grievances beyond Step Three. The Grievant shall be excused from work to participate in Step one, Step Two, Step Three grievance meetings and any arbitration hearing. The Grievant shall only be excused for the amount of time reasonably required to present the Grievance.

**Section 4: Time Limitation.** No dispute subject to the grievance procedure shall be processed or entertained unless it is submitted within the time limits provided in the grievance procedure. If a grievance is not presented within the time limits set forth it shall be considered waived for that specific incident. If the grievance is not appealed to the next step within the specified time limit or any extension thereof, it shall be considered settled on the basis of the City's last answer. If the City fails to respond to a grievance within the specified time limit, the grievance shall be considered as denied at that step. Time limits in each step may be extended by mutual agreement.

## **ARTICLE VIII – DISCIPLINE**

Department Supervisors/Director may initiate disciplinary action when an employee exhibits unacceptable behavior, poor performance, or disregard for City policies and procedures. Discipline may be progressive and corrective, depending upon the circumstances of each offense. Cases involving formal disciplinary action will normally be conducted only after consultation with the City Administrator and the Mayor. These cases will be subject to the employee discipline policy.

### **Employee Conduct and Work Expectations**

All employees are expected to follow standards of conduct that will protect the interests and safety of all employees and the City. The following are examples of infractions of standards of conduct that may result in disciplinary action, up to and including termination of employment.

Theft or inappropriate removal of possession of City property or the property of other employees or the property of residents;

Falsification of timekeeping, including punching/clocking in or out for another employee, or other employment related records, including providing false information on an employment application, employment history or other employment record, no matter when discovered;

Reporting for duty and/or working under the influence of alcohol, controlled substances or illegal drugs;

Possession, distribution, sale, transfer, or use of alcohol, controlled substances or illegal drugs in the work place, while on duty on the City premises or while operating city- owned vehicles or equipment;

Fighting, threatening, boisterous or disruptive activity in the work place, including assaulting, battering, or committing any criminal act against another employee, a supervisor, a resident, a vendor, and/or elected official;

Negligence, improper conduct or failure to follow basic safety procedures leading to the damage or destruction of city-owned or privately owned property or equipment;

Insubordination, unwillingness to complete a job assignment or perform job requirements, or other disrespectful conduct;

Rude, discourteous, or unprofessional behavior;

Violation of safety or health policies and regulations;

Possession of dangerous or unauthorized materials in the work place, such as explosives or firearms;

Excessive absenteeism, tardiness or abuse of sick leave;

Unauthorized use of telephone, mail system, or other city-owned equipment;

Unauthorized disclosure of city business or confidential information which are exempt from the Freedom of Information Act;

Unauthorized possession of a firearm or other weapon on City property, while working for the City, or while engaged in City Business. Nothing in this provision prohibits an employee possessing a valid license under the Firearm Concealed Carry Act, 430 ILCS 66/1, et seq., from carrying a concealed firearm and/or ammunition on or about his person within a vehicle into a City parking area, provided that, before the employee leaves the parked vehicle, the firearm and ammunition are stored and concealed within the locked vehicle, or locked container within the vehicle, out of plain view within the vehicle in the parking area. An employee with a concealed carry license may carry a concealed firearm in the immediate area surrounding his or her vehicle within a City parking area only for the limited purpose of storing a firearm within or retrieving a firearm from the vehicle's trunk, provided that the licensee ensures that the concealed firearm is unloaded prior to exiting the vehicle. For purposes of this provision, "case" includes a glove compartment or console that completely encloses the concealed firearm and/or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other enclosing container.

Unsatisfactory performance or conduct;

Unethical behavior;

Conflict of interest;

Acts of incompetence, negligence, or inefficiency in the performance of assigned duties;

Failure to obey directions given by Department Supervisor/Director or the Department Supervisor/Director assignee;

Harassment, sexual or general;

Engaging in conduct, whether on duty or off duty, that harms, impairs, or otherwise negatively impact the reputation of the City or other City employees;

Soliciting or accepting gratuities and/or bribes, both of which may be in the form of money, goods, or services, from residents or vendors doing business with the City; and

Other actions or conduct of an employee which are considered by the City Administrator and Department Director to be unacceptable in the work place.

## **ARTICLE IX - HOURS OF WORK**

Section 1. This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 2. All operations are scheduled to work a minimum of eighty (80) hours in a pay period.

All employees shall work five consecutive days from 7:00 a.m. to 3:30 p.m. with a thirty (30) minute unpaid meal break.

- (a) 1 day of each work week, normally Friday, unless it is an observed holiday, and when weather conditions permit, the normal work day shall be 8 hours, commencing as early as 2:00 A.M. inclusive of a paid lunch period to be taken on the run, for the employee assigned to street sweeping on that day.
- (b) Subject to Employer's right to modify and expand the schedule, except as provided in (a) above, Employer should provide at least four calendar days notice of a scheduling change for an additional non-emergency related street sweeping.

Section 3. Changes in Normal Workweek/Workday/Work Location. Should it be deemed necessary in the City's judgment to establish schedules departing from the normal workday or workweek, or to change an employee's schedule, shift, or days off, when such change constitutes a departure from the normal workday or workweek, the City will, absent emergency, give as much advance notice as practicable of such change to all affected employees.

Section 4. Overtime Pay.

- (a) It is recognized that in addition to the normal workday and workweek, an employee may be required to work such additional time as is necessary in the judgment of the City. An employee shall be compensated at one and one-half (1 ½) times his regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in a payroll week. An employee shall be compensated at one and one-half (1½) times his regular straight time hourly rate of pay for all hours worked when unexpectedly called to work on a Sunday. Hours worked shall not include any uncompensated periods nor shall it include any paid leaves of absence except as provided below. It is agreed that hours worked shall include holiday compensatory, vacation, and sick leave paid for the sole purpose of determining an employee's eligibility for overtime pay under the Section. Before an employee becomes eligible to receive any overtime pay under this Agreement, the additional hours worked must be agreed by the Director or his designee. Overtime shall be calculated to the nearest fifteen (15) minutes. Employees shall be entitled to double time for all hours worked after 16 consecutive hours of work.

- (b) Employees may earn compensatory time in lieu of overtime pay. Employees who earn compensatory time by working in excess of forty (40) hours in a work week may elect to take compensatory time off in lieu of overtime pay with the following limitations:
  - (i) compensatory time shall be accrued in the same manner and at the same rate as overtime pay.
  - (ii) Compensatory time shall be allowed to be maintained up to forty (40) hours for all classifications covered under the collective bargaining agreement. The City shall pay all employees for their unused compensatory time on the 2<sup>nd</sup> pay period of June of each year. If sub section iii (below) is opted for by an employee, the carryover (up to 20) hours shall count towards employee's forty (40) hour cap.
  - (iii) Employees with less than fifteen (15) years of service with the City shall be allowed to carryover up to twenty (20) hours of compensatory time; beyond the second pay cycle of June each fiscal year. This time; however, must be used by December 31<sup>st</sup> of that same year. This time cannot be cashed out, and must be used for taking time off of work.
  - (iv) Employees working scheduled overtime on either Saturday or Sunday shall be paid their first hour of overtime in compensatory time. All hours worked thereafter shall be paid in overtime pay at the appropriate rate.

Section 5. Rest Periods. Employees shall be allowed a fifteen (15) minute rest period for each four (4) hours worked. Rest periods shall be counted and paid as time worked. Rest periods shall be assigned by the Department Supervisor/Director. Employees may not shorten their work shifts or extend their lunch period by not taking the scheduled rest periods. Rest periods shall not be allowed within the first hour of work or the hour before or after the employee's lunch period or the last hour before the end of their scheduled work period. Drive time to and from the work site shall not exceed 5 minutes.

Section 6. Overtime Assignments. The City reserves the right to require and assign overtime. The City reserves the right to seek volunteers for overtime or to select specific employees for overtime assignments. Provided, however, the City shall attempt to distribute scheduled overtime opportunities as equally as practicable on an annual basis among employees in the same job classification. If an employee establishes that he did not receive an overtime opportunity that he should have received, the employee shall be offered the next available overtime opportunity for which he is qualified in order to attempt to restore a balanced distribution.

Section 7. Holidays

- (a) Regular holidays under this agreement shall be: New Year's Day, Good Friday, Easter (only for employees scheduled to work), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Eve Day, Christmas Day.

The holiday may be celebrated under one of the following options:

When a holiday under this Agreement falls on a Saturday, the previous Friday shall be celebrated as the holiday and when a holiday falls on a Sunday, the following Monday shall be celebrated as the holiday (Christmas Eve will be celebrated on the last regularly scheduled work day before the day on which Christmas is celebrated as a holiday by the City).

- (b) Any employee when working his regularly scheduled hours on days designated as holidays in this agreement shall be paid (in addition to the regular hourly rate of pay) time and one-half pay at his regular hourly rate for such hours.

- (c) Employees who are not scheduled to work a holiday and do not work that holiday will be paid eight (8) hours pay in addition to their regular pay. Employees who work a holiday will be paid eight (8) hours at time and one half in addition to their regular pay. Holidays for employees will be the actual holiday without regard to what day of the week the holiday falls.

## **ARTICLE X – VACATIONS/LONGEVITY/HEALTH INSURANCE**

### **Section 1: Vacation.**

Vacation leave for employees shall be calculated as follows:

1. One (1) vacation day for every month of service will be accrued from the employee's date of hire to December 31 of that year, up to a maximum of ten (10) days. Proration of time for partial months at the start of employment shall be applied in ½ month increments (employee's beginning employment the 1<sup>st</sup> – 14<sup>th</sup> day of the starting month shall receive a full month's accrual. Employees beginning the 15<sup>th</sup> – 31<sup>st</sup> day of the month shall receive ½ month of prorated accrual). These vacation days will be both vested and available for use on the employee's first year anniversary date. Hereafter, vacation leave shall accrue at the beginning of every calendar year (January 1<sup>st</sup>) of employment with the City.
2. At the beginning of the employee's first full calendar year (January 1<sup>st</sup>) an additional 10 days shall be accrued. These vacation days may be used at any time between the employee's first year anniversary date and December 31<sup>st</sup> of said year.
3. Employees who have completed **seven full (7) years of service** with the City at the beginning of the calendar year shall be entitled to fifteen (15) vacation days accrued as of January 1st. At all tier change junctures (7, 15, and 20 completed years of service) the proration calculation shall be applied, as laid out on page two of this policy, "Moving to a new tier – Proration application."
4. Employees who have completed **fifteen (15) full years of service** with the City at the beginning of the calendar year shall be entitled to twenty (20) vacation days accrued as of January 1st. At all tier change junctures (7, 15, and 20 completed years of service) the proration calculation shall be applied, as laid out on page two of this policy, "Moving to a new tier – Proration application."
5. Employees who have completed **twenty (20) full years of service** with the City at the beginning of the calendar year shall be entitled to twenty-five (25) vacation days accrued as of January 1st. At all tier change junctures (7, 15, and 20 completed years of service) the proration calculation shall be applied, as laid out on page two of this policy, "Moving to a new tier – Proration application."

#### Employee Example:

##### 2016 Vacation:

John Doe was hired June 15, 2016. The City accrued 5.40 vacation days for year 2016 for John (.42 days for June, and 4.98 days for July – December). These 5.40 days became vested for John and available for John to use between June 15, 2017 (John's one-year anniversary date) and December 31, 2017.

##### 2017 Vacation

On January 1, 2017, payroll accrued 10 vacation days to John's vacation bank. These days were not available for use until John's one-year anniversary, June 15, 2017.

John had the ability to roll up to a maximum of 10 vacation days over from one year to the next, starting with 2017 transitioning into calendar year 2018.

##### 2016-2017 Summary for John:

When John's first anniversary occurred on June 15, 2017, he had 15.40 days vested and available for use at that time. Since John knew he could only roll over 10 vacation days from 2017 to 2018, John made sure use up at least 5.40 vacation days between June 15, 2017 and December 31, 2017, so that he didn't lose any time.

On January 1, 2018, John accrued 10 vacation days to his vacation bank. These 10 days were available for John to begin using as of January 1, 2018.

*\*January 1, 2019 – January 1, 2023, 10 vacation days accrue to John's vacation bank, each year on January 1<sup>st</sup>.\**

#### Moving to a new tier – Proration application:

On June 15, 2023, John hit his seventh anniversary with the City and is now eligible for 15 days of vacation per year. Since vacation is only distributed on January 1<sup>st</sup> of each year, John must wait until January 1, 2024 to receive an increased vacation amount. The City will prorate on the January after an anniversary tier change the amount that John would have received on the anniversary through the previous December 31<sup>st</sup>. On January 1, 2024, John will accrue 15 vacation days added to his vacation bank, as John has successfully completed seven years of service with the City at this point in time. He will also receive the prorated amount of 2.70 days representing an extra week at 6.5 months (June 15 to December 31). These 17.70 days are available for John to begin using as of January 1, 2024.

*\*All future tier change proration calculations will be handled in a similar manner as the paragraph above.*

- Each Department Supervisor/Director shall keep records of vacation leave allowance and vacation leave in accordance with operating requirements. The Department Supervisor/Director shall coordinate vacation schedules with employees. However, if conflicts exist, the employee with the longest length of continuous service shall have preference.
- In the event a paid legal holiday falls during a vacation period, the vacation period shall be extended one working day unless otherwise provided for under holiday compensation.
- Employees may carry over up to ten (10) vacation days from one calendar year to the next.
  - In the event that an employee is actively on and/or has approved FMLA leave in place for the coming year, employee's may carry over up to 15 vacation days from one calendar year to the next with the approval of their Department Director and City Administrator
- When an employee's service with the City is terminated following a minimum of one (1) year's employment, he/she shall receive compensation for any unused vested vacation time earned. Employees who terminate their employment before one (1) full year of employment will not be eligible for any vacation payout.
- When employment with the City terminates mid-year, a deduction will be made from the employee's final paycheck for pro-rated vacation used but not yet vested. Vacation time becomes vested on a monthly basis. For partial months upon an employee's departure, the following ½ month proration shall apply: employee's last day of employment falling on the 1<sup>st</sup> – 14<sup>th</sup> day of the ending month shall have ½ month of vested time. Employees last day of employment falling on the 15<sup>th</sup> – 31<sup>st</sup> day of the ending month shall have vested a full month of time. No time shall become vested for employees whose employment terminates before (1) full year of employment and these employees will not be eligible for any vacation payout.
  - Example: John accrued 10 vacation days on January 1, 2019. John used 5 of those vacation days for a family vacation in March of the same year. John left employment with the City on April 16<sup>th</sup> of the same year. This means that John had 4 months' worth of time vested for said year, or 3.32 vacation days (10 days accrued per year/12 months per year = .83 vacation days per month. .83 x 4 months = 3.32 vacation days). A deduction of 1.68 vacation days will be made from John's final paycheck to re-pay the City for the time taken by John, but not yet vested, for said year.

- If the employee is out on leave under the Family and Medical Leave Act, all available paid time must be used at the beginning of the leave before continuing the leave on an unpaid basis.
- An employee who is eligible for more than ten (10) days of annual vacation leave may receive pay in lieu of vacation leave for up to five (5) vacation days by providing the City with two (2) weeks' advance written notice of his or her intention to do so. Payment for such will be included with the next employee paycheck. An employee who elects this benefit will not be entitled to unpaid leave for the same or similar purpose. An employee is entitled to this benefit once per calendar year.
- Military leave shall be counted as time served in the City's employment.
- Employees who have experienced a break in City employment shall have vacation days calculated at their most recent anniversary date. For instance, if a City employee is hired on January 1, 2005, but he quits in 2007, and then in 2011, he returns to work for the City, his seniority or anniversary date for the purposes of this policy would be in 2011.
- Requests for vacation days must be approved by the Immediate Supervisor.
- The computer software system continuously tracks usage and accrual; it will not allow an employee to accrue beyond the maximum accrual as stated above. The limits are updated as employees reach the appropriate years of service.
- In the event that several employees request the same day for vacation, or are otherwise off of work, the City reserves the ability to decline, disapprove or revoke vacation time based on the City's operational needs.

Vacation Leave Breakdown (for calculation purposes as applicable to this policy):

- 10 days annually (80 hours) = .83 days per month (6.64 hours)
- 15 days annually (120 hours) = 1.25 days per month (10 hours)
- 20 days annually (160 hours) = 1.66 days per month (13.28 hours)
- 25 days annually (200 hours) = 2.08 days per month (16.64 hours)

This policy shall be applied to all qualifying employees with a lookback period to any anniversary occurring in calendar year 2018, including applicable proration calculations for any employee experiencing a tier change anniversary within calendar year 2018.

**Section 2: Casual Days.** All full-time, non-probationary employees shall be entitled to three (3) casual days each year. Casual days are provided for use by employees for personal business.

**Section 3: Longevity.** Each employee hired before June 30<sup>th</sup>, 2011 shall be allowed annual longevity pay for continuous service at the rate of two dollars (\$2.00) per month. The beginning month of the employee's service shall be calculated as follows:

- 1) Employees whose anniversary date is between the first day of the month and including the fifteenth (15) day of the month shall be allowed the month to be used in the calculation of longevity pay.
- 2) Employees whose anniversary date is between the sixteenth (16) day and including the last day of the month shall not be allowed the month to be used in the calculation of longevity pay.

Longevity pay shall be calculated as of December 1<sup>st</sup> of each calendar year and shall be paid to the employee before the end of the year.

Also included in longevity pay shall be 50% of any excess sick day hours accumulated over the maximum of three hundred twenty (320) hours for regular employees as of December 1<sup>st</sup>.

Employees who have experienced a break in City employment, except for military leave, shall not be entitled to use prior months of service in calculating longevity pay.

Each employee hired after July 1<sup>st</sup>, 2011 will not receive longevity pay.

**Section 4:**

The City shall, for the life of this Agreement, offer the same level of hospital and major medical coverage to all eligible employees within the same department, whether union or non-union. The City does retain the right to change to or from a self-insurance program and/or to change insurance carriers, or otherwise to change coverage as long as the basic level of benefits to the employee remains the same as those of other employees. Upon execution of this agreement employees shall pay their portion of the premium cost of insurance, including City employee, spouse, and family coverage, by payroll deduction. The City will continue to pay 100% of dental and basic life insurance policies.

A High Deductible-HSA plan shall be offered including maximum out of pocket expenses of \$2,600 per individual and \$5,200 per family. Employees electing City medical insurance, electing to participate in an annual 3<sup>rd</sup> party vendor onsite wellness screening/assessment, will pay 5% less than employees choosing not to participate. Employees may also elect to use the physician form option offered by the vendor. The City provides the on-site assessment at no cost for the assessment screening items. Additional voluntary tests elected by the employee, beyond what is part of the wellness assessment day sponsored by the City, shall be at the employee's own expense. The City shall invoice these additional voluntary test expenses to employees if elected. Employees choosing to use the physician form option must do so at their own expense/personal insurance. Additional program requirements such as an online registration/profile and online survey completion shall be required of all employee's electing to participate. Premium expenses shall remain status quo at 20% for those electing to fulfill the program requirements of the annual wellness assessment process. Employees electing medical insurance but choosing not to complete the annual requirements as listed above, will incur a 25% premium expense. 20% of the total premium will be distributed as described above. For those paying 25%, 5 % of this amount will be distributed to the City to help offset health insurance expenses.

Employees will have the opportunity to complete the wellness screening/assessment over a one-year period of time July 1<sup>st</sup> – June 30<sup>th</sup> each year (beginning July 1<sup>st</sup>, 2018). All premiums will remain status quo during the first year of the contract, as employees will have the first 12 months to participate as described. After this 12-month period, the City will assess which employees completed the wellness screening/assessment and adjust premium expenses as appropriate. Employee premium deductions will be re-assessed, based on election/completion of the annual wellness program, on the first pay cycle of July of 2019. Any premium changes will remain active until the first pay cycle in July of the subsequent year, as the City will re-assess participation on an annual basis at the end of June each year. The City will comply with applicable federal regulations in administering this wellness incentive. To the extent federal regulations conflict with this Agreement, the parties will negotiate changes to this Section in good faith to ensure compliance with applicable law.

In January of 2015 HSA plans were introduced as the new medical option for employees. At that time, employees were charged 20% of the premium expense for their respective tier (employee, employee + spouse, employee + children, and employee + family). This 20% was deducted and then re-funded in full into the employee's personal HSA bank account. Moving forward into year 2016, employees were to pay 20% of any increase incurred by the City, to help offset health insurance expenses.

Year 2015: 20% of premium amounts:

Employee Only:	\$1,062.36 annually (\$40.86 per pay cycle)
Employee + Spouse:	\$2,114.32 annually (\$81.32 per pay cycle)
Employee + Children:	\$1,930.50 annually (\$74.25 per pay cycle)
Employee + Family:	\$2,982.46 annually (\$114.71 per pay cycle)

During the first pay cycle after a rate increase is experienced on the City's plan, 20% of the total premium expense for the employee's respective tier level will continue to be deducted from the employee's pay check. Of that 20% deduction, the amounts from the chart above (Year 2015 20% deduction amounts)

will be re-funded to the employee's HSA bank account, and the remaining balance shall be retained by the City to help offset health insurance expenses.

As described in a preceding paragraph, employees electing to participate in an annual 3<sup>rd</sup> party vendor onsite wellness screening/assessment, will pay 5% less than employees choosing not to participate. Employees electing medical insurance but choosing not to complete the annual requirements as previously listed, will incur a 25% premium expense. 20% of the total premium will be distributed as described previously. For those paying 25%, 5 % of this amount will be distributed to the City to help offset health insurance expenses.

The employee may elect to have the City deposit \$2,600 (single) or \$5,200 (family) on the first pay cycle of each January into the employee's HSA as an advance and the employee shall reimburse the City in equal payroll deductions throughout the calendar year. New employees may also elect an initial loan deposit from the City to be pro-rated based on the new hire date. In the event the employee is no longer employed prior to full repayment, the City has the right to withhold said monies from any payment owed to the employee. Employees are responsible for any balance thereafter. This annual loan/re-payment program is contingent upon City Council approval each year.

**Cost Containment:**

The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 5: Retirement Health Insurance.** Employees who were employed by the City as of July 1, 2011 who choose to retire and who meet the requirements established by IMRF shall be eligible to receive the following subsidy to the cost of their health insurance benefit when continuing group health insurance:

Years of Service	Share Cost %
20-24 years of service	50% of single employee premium the retiree elects to participate in
25-29 years of service	60% of single employee premium the retiree elects to participate in
30+ years of service	100% of single employee premium the retiree elects to participate in

Each employee hired after July 1<sup>st</sup>, 2011 will receive no Retiree Health Insurance Benefit.

Employees who retire must sign up for Medicare benefits as soon as they are eligible in order to continue to participate in the City's group health insurance programs. Retirees insurance coverage under the City's current program will cease. Thereafter, the retiree chooses their own supplemental health insurance.

Employees who were employed with the City as of July 1, 2011, with twenty (20) or more years of service, who choose to retire and meet the requirements established by IMRF shall be eligible to receive the following subsidy to the cost of their health insurance benefit when continuing group health insurance with the City at Medicare eligibility:

Years of Service	Retirement Percentage	Maximum Reimbursement For Retiree
20 – 24 years	50%	\$2,100

25-29 years	60%	\$2,600
30+ years	100%	\$3,000

## **ARTICLE XI- SENIORITY**

### **Section 1. General**

- (a) Should seniority of any two employees be equal, then the respective seniority of such employees shall be determined by lottery.
- (b) Seniority shall date from the time an employee first earns compensation in the employment of the City department by job classification under this Collective Bargaining Agreement.

### **Section 2. Accumulation of Seniority**

- (c) The parties will comply with all applicable state and federal military leave requirements.

## **ARTICLE XII – VACANCIES, PROMOTIONS AND TRANSFERS**

**Section 1.** Vacancies shall be posted in accordance with the July 2011 City Personnel policy.

**Section 2.** If there is a vacancy in a classification covered by this Agreement, which the City determines to fill on a permanent basis, the vacancy shall be posted for five (5) workdays. During this period, employees who wish to apply for this vacant job, including employees on layoff, may submit an application in writing to the City’s Human Resource Specialist. Nothing contained herein shall limit the right of the City to advertise the position at the same time it is posted.

Vacancies shall be filled based upon an individual’s qualifications, experience, knowledge, skills and ability to perform the work in question, as determined by the City.

Nothing contained herein shall prevent the City from temporarily filling a vacancy.

**Section 3.** Employees, when transferring from one department to another, shall take their citywide seniority for pension, vacation, longevity and sick leave but shall use department seniority for their current classification in all other instances unless provided for to the contrary elsewhere in this agreement.

### **Section 4. Loss of Seniority**

An employee's seniority shall be terminated for the following reasons:

- (a) Discharge for cause or voluntary absence from service not satisfactorily explained.
- (b) Laid off for lack of work and not re-employed within (12) months.
- (c) Remaining away on leave of absence beyond the leave granted.
- (d) Failure to apply for work within the statutory limit after completion of military service.
- (e) Resigning or quitting.

### **Section 5. Retention of Seniority**

Employees laid off because of lack of work, or for similar reasons beyond their control, and re-employed within (12) months shall have their seniority restored as of the date they were laid off.

#### Section 6. Layoff

- (a) When the Employer determines to lay off employees, layoff shall be by inverse order of seniority in each classification within each Department. Employer will give fourteen (14) calendar days' notice of their intent to lay off any employees during which time the parties agree to negotiate over the impact of the proposed layoff. All temporary or emergency employees working in a classification shall be laid off before any regular employees in that classification are laid off.

### **ARTICLE XIII - SAFETY**

Section 1. The Union or any affected employee shall have the right to process under the dispute settlement procedure, including arbitration, provided in Article II and III of this Agreement, a claim that any safety rule, regulation or practice has been violated.

Section 2. The City will provide all necessary protective equipment for the job plus continue to provide all other protective equipment currently provided. Protective equipment shall be tested as required by law.

Section 3. Employees under this agreement will use and make every effort to preserve the equipment provided for their safety.

Section 4. Employees who violate safety rules are subject to disciplinary action, up to and including termination.

Section 5. The City will see that trucks and other equipment which employees are required to use in their work are maintained in such repair as to properly safeguard the health and safety of employees using such equipment.

### **ARTICLE XIV - OVERTIME AND MEAL ALLOWANCE**

- (a) Employees called out to work after having been released from their regular days work or called out on a non-scheduled workday shall receive a minimum of two (2) hours pay at the applicable overtime rates.
- (b) Time for employees who are called out will start from the time they are called and end when they are released from duty. All employees shall report to the call out within 30 minutes from the time of the call.
- (c) Prearranged overtime work scheduled in advance of regular working hours when assigned to employees who have had notice not later than at the end of their next preceding work period and who continue to work their regularly scheduled work period following said prearranged overtime shall be paid for the applicable overtime rate for actual excess time.

- (d) Article XIV (d) The City shall be allowed to utilize any other City employee for overtime work only after they have attempted to contact all employees covered under this agreement for that overtime.
- (e) There shall be no pyramiding for overtime hours.
- (f) Overtime shall be divided as equally and impartially as possible among the employees.
- (g) Regular, thirty-minute meal periods shall be established commencing at 12:00 noon, 6:00 pm, 12:00 midnight, and 6:00 a.m.

If an employee works overtime during any portion of any of the above meal periods, except the noon meal period, he/she shall be provided a meal and allowed a thirty-minute paid meal period. This provision does not apply to callouts of two (2) hours or less. The City shall not be required to furnish a noon meal on the employee's regular scheduled workday. Employees are not eligible for payment in lieu of a meal.

**ARTICLE XV - WAGES**

Section 1: Wage Rates:

**CEMETERY & STREET**

**CITY OF GENESEO - CEMETERY & STREET**

**2018 - 2022 WAGE RATES**

		2018	2019	2020	2021
<b>CEMETERY CLASSIFICATION</b>		<b>3.00%</b>	<b>3.00%</b>	<b>3.50%</b>	<b>3.50%</b>
<b>Cemetery Lead</b>	<b>Start</b>	18.90	19.47	20.15	20.85
	<b>1st year</b>	19.99	20.59	21.31	22.06
	<b>2nd year</b>	20.82	21.44	22.20	22.97
	<b>3rd year</b>	22.57	23.25	24.06	24.90
<b>STREET CLASSIFICATION</b>					
<b>Street / Cemetery - Foreman</b>	<b>Start</b>	28.80	29.66	30.70	31.78
	<b>1st year</b>	29.62	30.51	31.58	32.68
	<b>2nd year</b>	30.44	31.35	32.45	33.58
	<b>3rd year</b>	30.98	31.91	33.03	34.18
<b>Lead</b>	<b>Start</b>	21.86	22.52	23.30	24.12
	<b>1st year</b>	22.95	23.64	24.47	25.32
	<b>2nd year</b>	24.04	24.76	25.63	26.52
	<b>3rd year</b>	25.13	25.88	26.79	27.73
<b>Laborer</b>	<b>Start</b>	17.48	18.00	18.63	19.29
	<b>1st year</b>	18.58	19.14	19.81	20.50
	<b>2nd year</b>	20.22	20.83	21.56	22.31
	<b>3rd year</b>	22.05	22.71	23.51	24.33

\*The City has the right to hire someone above a starting wage based on previous experience.

Section 2. Standby: There shall be one person on standby in Street departments.

- (a) If the Director of Public Works declares emergency standby for weather-related problems, employees shall receive standby pay for hours they are on standby. Director of Public Works determines manpower needs for such emergencies.

Section 3. Standby Pay: Employees shall be entitled to standby pay of: July 1, 2018 - \$2.00, July 1, 2019 - \$2.10, July 1, 2020 - \$2.20 and July 1, 2021 - \$2.30.

Section 4. Article XV, Section 4. Employees working outside of normal working hours shall receive shift differential pay for all hours worked. The pay shall be \$.65 an hour for 4 PM to 12 AM and \$.80 for 12 AM to 8 AM

## **ARTICLE XVI – SICK LEAVE**

Each employee shall be granted eight (8) hours of sick leave with pay for each month of service, up to a maximum of 320 hours per year.

## **ARTICLE XVII - GENERAL PROVISIONS**

**Section 1:** Paydays shall be every two weeks. When payday falls on a holiday, employees shall be paid per past practice.

**Section 2: Bereavement Pay.** Employees wishing to take time off from scheduled workdays to attend the funeral of an immediate family member must notify their Immediate Supervisor immediately. The Department Director may grant up to three (3) days of bereavement leave pay. Only full-time employees shall receive bereavement pay for approved bereavement leave. "Immediate family" shall be defined as:

Employee's spouse, domestic partner, or child

Employee's parents, brother or sister

Employee's spouse's parents

Employee's spouse's child

Employee's child's spouse

Employee's grandchild or great-grandchild

Employee's grandparents or great-grandparents

"Domestic partner" shall be defined as:

1. Neither the employee nor the domestic partner is married to another;
2. The partners are not related by blood closer than what would bar them from marriage in the State of Illinois;
3. The individual has resided in the same residence as the employee for at least twelve months previously.

Bereavement leave pay shall be paid at the employee's hourly rate of pay.

Under special circumstances, the City Administrator may approve a personal leave of absence to meet the needs of the employee. Leave may be paid or unpaid at the City's discretion.

Employees may be excused with pay from part of their scheduled workdays to attend a funeral of a City employee provided such excuse is approved by the Department Supervisor/ Director and the excuse does not disrupt the City's operations.

**Section 3:** Employees shall be entitled to benefits provided under the Illinois Workers Compensation Act.

**Section 4:** Time spent by stewards in grievance meetings (steps 1 and 2) locally during their regularly working hours shall be regarded as working time.

**Section 5:** The City will deduct and remit monthly to the Union, dues required of such employees as certified by a duly authorized representative of the Union, provided such deduction is authorized in writing by the individual employee. Such deduction shall continue from year to year unless written notice of cancellation is given to the Union and the City during the month of June in each calendar year. The deduction authorization form shall be mutually agreed upon.

**Section 6:** When not in conflict with the express terms of this agreement, the City's in-force Personnel Handbook will control.

**Section 7:** The City agrees to provide all eligible employees covered by this labor agreement the Illinois Municipal Retirement Fund Plan as provided and set forth under the regular I.M.R.F. This includes but not limited to retirement benefits, disability benefits and death benefits, if available.

**Section 8:** All City employees shall be required to live no more than fifteen (15) miles from City Hall in order to meet the needs of a City emergency within 6 months of employment. Individual review will be held on an as needed basis. An employee's failure to live within the boundaries of the residency requirements may constitute grounds for immediate dismissal. Proof of residency would be a utility service billing in the employee's name or an executed residential lease within the boundaries of the residency requirement.

**Section 9: Military Leave.** Military leave shall be counted as time worked in the City's employment in accrual and/or vacation time.

Employees shall be granted a military leave of absence in compliance with state and federal laws to serve active duty in the U.S. Armed Forces upon proper notification.

An employee on military leave will be permitted to return to his/her job or comparable position with such credited company service, status and pay as if the employee had not been away on military leave in compliance with applicable laws. The veteran's rights are extended provided that the employee complies with the veteran's reemployment eligibility requirements under the law.

Employees who have returned from service and have been reinstated to City employment shall have military time used to determine future vacation day hours and longevity pay hours provided that the City granted a military leave of absence and the employee did not accept employment elsewhere after discharge from the service.

An employee who has been granted a military leave will receive the following accrued benefits in a lump sum.

1. All unused vacation day hours
2. Compensatory time pay

Any employee who has been granted a military leave may be granted by the respective Board the following City benefit programs:

1. 50% of earned sick day hours. Sick days will be computed up to the last full month worked.
2. 50% of longevity pay. Longevity pay will be computed up to the last full month worked.

Whenever required by law, any employee who is a member of a reserve component of the armed forces may receive the difference between their City pay and military pay, if any, during his or her annual training duty for up to sixty (60) days. Benefit programs will be continued and the employee may elect to use sick day hours earned to make up the difference between military pay and normal pay.

Leave under the Family Military Leave Act may be requested by an employee who is the spouse or parent of a person called to military service for a period lasting longer than 30 days, who has worked for at least 12 months, and for at least 1250 hours in the last year, is eligible to take up to 30 days of unpaid, job protected leave to visit with a spouse or child. The employee shall give at least 14 days notice of the intended date upon which the family military leave will begin if leave will consist of 5 or more

consecutive work days. An employee shall not take leave as provided under this Act unless he or she has exhausted all accrued vacation, compensatory leave, and any other paid leave that may be granted to the employee, except sick leave. Upon returning from leave, the employee will be restored to their same position or one with equivalent seniority, benefits and pay.

**Section 10: Personal Leave.** Full-time employees who wish to take time off without pay from work duties to fulfill personal obligations may request a personal leave from his or her Department Supervisor/ Director and must give at least two (2) weeks' notice prior to taking the leave.

Personal leave may be granted by the City Council for a period of up to four (4) months at the City's sole discretion. During any such leave that is granted, the employee on leave will keep the City apprised of his or her status by reporting to an appropriate person designated by the City.

The City will continue to provide insurance benefits until the end of the month in which the personal leave begins. After this month, the employees must pay the full cost of their insurance benefits should the employee elect to remain on them. Employees will not accrue sick day hours while on personal leave or earn sick day hours for the part of the month while on personal leave, nor will employees accrue vacation days, holidays or other benefits while on leave.

An employee on an approved personal leave must use all sick day hours earned that are available. If an employee does not have adequate sick day hours he or she may use vacation and compensatory time if approved by the Department Supervisor/Director.

**Section 11: Tuition Assistance.** Full-time employees may receive financial assistance of tuition, after satisfactory completion of a course at an accredited educational institution. A grade of "C" is the minimum to qualify as satisfactory. Confirmation of satisfactory completion and costs incurred of a course must be provided before tuition is reimbursed to the employee. Documentation of completion of the class and the qualifying grade must be submitted within 60 calendar days of completion of the final exam.

Employees who receive financial assistance for their education from grants, scholarships, or other sources must disclose the source on the request for tuition reimbursement. If employees are receiving funding, other than student loans, for their education from another source, the City will not provide reimbursement for that portion of the costs. Tuition assistance is not payable for courses taken while on a leave of absence.

The tuition assistance is limited to 50% of actual tuition paid not to exceed \$1,200 per employee in any given fiscal year. If the employee voluntarily resigns from their position, then the City shall be reimbursed for the amount of assistance provided as follows:

- Within one year, 100% of tuition cost
- Within two years, 75% of tuition cost
- Within three years, 50% of tuition cost
- Within four years, 25% of tuition cost

The date used to calculate the above repayment will be the anniversary date following the completion of the course or degree.

Employees must submit a description of the course prior to enrolling into the course to his or her Department Supervisor/ Director who shall approve the course and file with the Human Resource Specialist. Approval of any course is at the City's discretion.

For employees covered by collective bargaining agreement, the policy in force at the time such agreement will remain in effect until expiration of the agreement.

Section 12: CDL Driver’s License Fee. **Those employees required to possess a valid CDL driver’s license as a job requirement shall be reimbursed for the difference in cost between a regular “A” or “B” license and a CDL driver’s license upon a presentation of a paid receipt for same.**

**Section 13: Cellular Phones.** Department Heads, who have employees that are required to have a cellular phone may utilize one of the following options for providing a cellular phone to employees:

Provide the employee with a cellular phone with service through an agreement the city has with a cellular phone service provider. These phones are to be used for business purposes. All information regarding use of a city cellular phones including personal use is subject to public information requests.

Provide the employee with a \$25.00 monthly allowance for business use of a personal cellular phone. The monthly allowance will be processed semi-annually (January/July) for the previous months. All business information regarding use of cellular phones is subject to public information requests. The \$25.00 reimbursement shall apply to calendar years 2018 & 2019 and shall be raised to \$30.00 for calendar years 2020 & 2021.

For employees that occasionally use a personal cellular phone for City business but do not have enough City business usage to justify an allowance; the employee may be reimbursed for City business usage of a personal cellular phone by submitting documentation of this City business usage and its corresponding cost to the employee and requesting reimbursement for this documented cost.

All employees shall abide by all applicable federal, state and local laws then in effect pertaining to cell phone use.

**Section 14:** Employees shall receive a uniform allowance and will use these funds to purchase uniform clothing items that are approved by the City. Purchases may only be made at the approved clothing vendor and on approved items. All items will comply with appropriate safety standards required for the employee’s employment classification. The City will continue to have the right to inspect all clothing items for safety compliance. In addition, the City will have the right to deem items of clothing no longer appropriate to be worn at work for reasons such as tattered, ripped or too dirty. The amount of dollars allowed per employee per year will be \$1,000. If funds are not used at the end of any fiscal year, the accounts will be zeroed out. Employees shall receive all appropriate PPE listed in Appendix B. Employees shall receive \$200.00 per year beginning July 1<sup>st</sup>, 2018 and \$225.00 effective July 1, 2021 for boots.

**Section 15: Travel. Travel Expense Procedure and Guidelines.** The parties agree to abide by the Travel Expense Procedure and Guidelines currently in force with the City of Geneseo.

**ARTICLE XIX – DRUG AND ALCOHOL POLICY**

The parties agree to abide by the drug and alcohol policy currently in force with the City of Geneseo.

LOCAL UNION NO. 51, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

CITY OF GENESEO

By \_\_\_\_\_  
John Johnson

By \_\_\_\_\_  
Kathy Carroll-Duda

Business Manager

Mayor

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**Appendix A**

The City of Geneseo (hereinafter referred to as “the City”) and the IBEW Local 51 (hereinafter referred to as “the Union”) enter into this Memorandum of Understanding related to Article III, Section, of the collective bargaining agreement between the parties on prohibition against striking as follows:

**WHEREAS** the City recognizes that bargaining unit members support the efforts of their union, other labor unions and union members;

**WHEREAS** The Union and its members recognize the City is obligated to provide and maintain services for the residents of Geneseo;

**WHEREAS** The parties desire to reach an agreed upon procedure for working at picket work sites with said procedure both respecting union support and solidarity as well as the duty of the City to its residents;

**WHEREFORE** The parties agree that in the event that bargaining unit members are assigned work at locations which require them to cross lawful union picket lines, they may contact their supervisor as well as their Union representative who will make every reasonable effort to arrange a work schedule, an alternative entrance to the work site, or other arrangement for the employees, to allow them to avoid crossing a picket line.

The parties further agree that if the parties are unable to make such an arrangement after using reasonable efforts, then the bargaining unit members will discharge their duties as originally directed.

The procedure contained in this MOU is not subject to the grievance procedure.

City of Geneseo

IBEW Local 51

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

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

**IBEW LOCAL 51 – CITY OF GENESEO  
APPENDIX B  
GRIEVANCE FORM**

**STEP ONE- MANAGER**

GRIEVANT'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

DEPT. \_\_\_\_\_

VIOLATION OF ARTICLE: \_\_\_\_\_ SECTION: \_\_\_\_\_

DATE OF INCIDENT: \_\_\_\_\_

<b>DESCRIBE GRIEVANCE:</b>
<b>REMEDY SOUGHT:</b>

\_\_\_\_\_  
CITY REPRESENTATIVE

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

CITY REPLY:

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**IBEW LOCAL 51 – CITY OF GENESEO**

**GRIEVANCE FORM**

**STEP TWO- CITY ADMINISTRATOR**

REASON FOR ADVANCING:

\_\_\_\_\_  
GRIEVANT'S SIGNATURE                      DATE/TIME

\_\_\_\_\_  
UNION REPRESENTATIVE                      DATE/TIME

\_\_\_\_\_  
GIVEN TO    DATE/TIME

<b>EMPLOYER'S STEP TWO RESPONSE</b>

\_\_\_\_\_  
CITY ADMINISTRATOR    DATE

\_\_\_\_\_  
PERSON WHO RECEIVED RESPONSE    DATE

**STEP THREE – CITY COUNCIL COMMITTEE**

REASON FOR ADVANCING:

\_\_\_\_\_  
GRIEVANT’S SIGNATURE

\_\_\_\_\_  
DATE/TIME

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
DATE/TIME

\_\_\_\_\_  
GIVEN TO

\_\_\_\_\_  
DATE/TIME

<b>EMPLOYER’S STEP THREE RESPONSE</b>

\_\_\_\_\_  
CITY REPRESENTATIVE

\_\_\_\_\_  
DATE/TIME

\_\_\_\_\_  
PERSON WHO RECEIVED RESPONSE

\_\_\_\_\_  
DATE/TIME