# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Collective Bargaining Agreement Between the City of Rochelle and International

Brotherhood of Electrical Workers Local 196 with the term of May 1, 2022 through

April 30, 2025

#### **Staff Contact:**

Nancy Bingham

#### **Summary:**

The current collective bargaining agreement with the IBEW Utilities expired on April 30, 2022. Our teams reached a tentative agreement for the entire package on December 1<sup>st</sup>, 2022. The IBEW Electric and WWR union met and ratified the collective bargaining agreement.

The proposal represents a good compromise, where both sides gave and received concessions.

Attached is the redlined tentative agreement with the new provisions. Most of the provisions from the previous agreement carried over to the new one. Below is a brief summary of the major changes to the new proposed agreement Effective May 1, 2022, with raises effective 1/1/2023.

**Term of Contract**: 3 Years – May 1, 2022 – April 30, 2025

Calendar Day: A calendar day shall begin at 12:01 am and end the following midnight.

**Overtime:** All hours worked outside of the normally scheduled shift listed in Annex B, shall be paid at the appropriate overtime rate. All hours worked on Sunday are to be paid at double straight time rate of pay.

**Standby:** Changed from a flat rate for the WWR and Generation to match the Electric Distribution Division. New rates for all are:

1/1/2023 1 hour at 1.5 times the regular rate of pay, Monday-Friday. 2 hours at 1.5 times the regular rate of pay (Saturday's rate), Weekends and Holidays.

1/1/2024 1 hour at 1.5 times the regular rate of pay, Monday-Friday. 2 hours at 2 times the regular rate of pay (Sunday's rate), Weekends and Holidays.

1/1/2025 1.5 hours at 1.5 times the regular rate of pay(Saturday's rate),, Monday-Friday. 2 hours at 2 times the regular rate of pay (Sunday's rate), Weekends and Holidays.

It is the responsibility of the employees assigned to ensure his or her standby assignment is covered by another employee when he or she takes any type of scheduled absence (vacation, use of compensatory time, etc.) during his or her assigned standby dates.

Non Standby Employees: Lab Technicians, Meter Department, Storekeeper, Journeyman Linemen, Water/Water Reclamation and Generation employees that are called in outside of their normal work schedule, shall be compensated at the standby pay rate for that day. Except when the call in is a direct result of a bargaining unit member on sick leave.

Holidays: Martin Luther King Jr. Day was added to the calendar.

**Observance Dates.** Holidays shall be observed as provided in Annex C. Employees who work predominantly a work week within Monday - Friday will observe the 5-day work week schedule, with holidays observed on the date they naturally fall (for example, a Monday holiday will be observed on a Monday). Employees who work a schedule outside of Monday -- Friday will follow the 7-day work week schedule, with holiday naturally falls (for example, an employee with a T-F schedule would observe a Monday holiday on Tuesday and an employee with a M-Th schedule would observe a Friday holiday on Thursday).

**Work on a Holiday:** The parties agree that all work performed by bargaining unit members on a holiday outside of said members normal working hours will be paid at double time and half (2.5) and all work performed on a holiday during said members normal working hours will be paid at time and half (1.5).

**Personal Day:** Will be made available to the employee on January 1 of each calendar year.

**Compensatory Time:** Employees may accumulate a total of up to and including forty (40) hours of compensatory time allowed herein in each calendar year, shall be paid overtime for all additional hours worked. When an employee is assigned or designated as a Standby Employee and that employee seeks to utilize accrued Compensatory time to take time off work, the employee shall find another employee to cover the Standby assignment.

**Jury Duty.** Any full-time permanent employee called for jury duty shall be allowed time away from work. Employee is required to present a written statement from the Court stating the time of service. Employer will pay the employee's normal straight time wage not to exceed the employee's normal daily or weekly work hours. Payment of mileage to and from court is not to be taken into consideration when calculating amounts. Jury duty will be treated as time worked for the purpose of overtime calculations.

**Sick Leave:** A regular full-time employee may accumulate sick leave up to 97.5 hours per year at the rate of four (4) hours per pay period.

**Group Insurance:** Employee premium percentage changes as follows:

From: Employee Only to 16% and Family to 19%

To: 01/01/24 thru 12/31/2026 Employee Only to 18% and Family to 20%

The following percentages of total premium costs to be shared by the Employee will be in effect for any new employee covered by the collective bargaining agreement hired after May 1, 2019.

From: Employee Only to 17% and Family to 20%

To: 01/01/2023 thru 01/01/2025 Employee Only to 20% and Family to 25%

Life Insurance from \$20,000 to \$50,000

**Meals.** An employee who is required to work non-scheduled overtime hours shall, after five hours of continuous work outside of the employee's regularly scheduled shift, be provided a twenty (20) minute meal period and be eligible for a meal. Should an employee elect to take his or her paid meal at the end of a non-scheduled overtime shift, the employee will not be paid overtime wages while ordering and/or consuming the meal.

Wages: Exhibit A

Effective on the fiscal basis as previous agreement.

January 1, 2023 – 3.25% COLA and an additional longevity step at year 15 at \$1.00 per hour over Year 4+

January 1, 2024 – 3% COLA January 1, 2025 – 3% COLA

**ANNEX B:** All shifts to receive 30 minute paid lunch and end dates to match accordingly.

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

## **Strategic Plan Goal Application:**

**Recommendation:** Approve the Collective Bargaining Agreement Between the City of Rochelle and International Brotherhood of Electrical Workers Local 196 with the term of May 1, 2022 through April 30, 2025