

**ARTICLES OF AGREEMENT BETWEEN**

**CITY OF PEKIN, ILLINOIS**

**AND**

**TEAMSTERS, CHAUFFEURS AND HELPERS  
LOCAL UNION NO. 627**

**EFFECTIVE MAY 1, 2017- APRIL 30, 2020**

**GENERAL EMPLOYEE UNIT**

**Executed October 16, 2017**

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Attachments: Schedule of Health Care Benefits, Wage Table, School Bus Operations, Drug and Alcohol Policy (only applicable to CDL drivers)

## **AGREEMENT**

**THIS AGREEMENT** made and entered this \_\_\_\_\_ day of October, 2017, by and between **CITY OF PEKIN, ILLINOIS**, a municipal corporation (hereinafter referred to as the “City”), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the “Union”).

### **WITNESSETH:**

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing employees in the bargaining unit described herein, to encourage and improve efficiency and productivity, and to prevent interruption of work and interference with the operations of the City. It is the intent of both the Employer and the Union to establish an agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to create a peaceful procedure for the resolution of differences; therefore, in recognition of the Mutual Covenants and Conditions contained herein, the parties hereto agree as follows:

### **ARTICLE 1** **RECOGNITION**

Section 1: Bargaining Unit. Pursuant to the certification issued by the Illinois State Labor Relations Board in Case No. S-RC-92-68 on or about May 29, 1992, the City recognizes Teamsters Local Union No. 627 as the sole and exclusive representative of employees within the bargaining unit set forth below for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other terms and conditions of employment as defined by the Illinois Public Labor Relations Act.

The unit for collective bargaining shall be described to include all full and part-time employees of the City of Pekin in the following classifications or positions:

Clerk, Secretary, Secretary/Clerk, Parking Enforcement Officer, Data Entry Clerk, Crossing Guard, Receptionist, Accounts Collector, Inspector, Computer Programmer/Secretary, Municipal Bus Driver, School Bus Driver, School Bus Monitor, Mechanic, Mechanic Helper, Custodian, Inventory Control Clerk and Mechanic Working Leadman,

but shall exclude all employees of the Pekin Public Library, all employees of the Tazewell-Pekin Consolidated Communications Center, Secretaries to the Police Chief, Fire Chief, Public Works Director and Public Property Director, and all other employees of the City of Pekin, including Supervisors, Confidential employees, and Managerial employees as defined by the Illinois Public Labor Relations Act.

Section 2: Gender. The use of the pronoun he or she in this or any other document between the City and the Union shall be understood to be for clerical convenience only, and shall include both male and female employees equally where appropriate.

Section 3: Stewards. The Union retains the right to designate a Union Steward or Stewards. The Employer shall be notified in writing by the Union as to the identity of the steward(s) designated by the Union, and any changes within a reasonable period after they occur.

Section 4: Non-Delegation. Nothing in this Agreement shall be construed as a delegation to others of any authority conferred by law upon the City, or in any manner to abridge or diminish that authority. The foregoing shall only be construed as a limitation upon the arbitrator's authority in resolution of any grievance or dispute involving the application or interpretation of this Agreement

Section 5: Management Rights. Except as provided for elsewhere in this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect.

Section 6: Subcontracting. Where the City subcontracts or transfers work currently being performed by regular full or part-time employees, thereby eliminating the job(s) or position(s) held, the City will attempt to reassign affected employees to other vacant jobs within the bargaining unit for which they are qualified, or to place the affected employee(s) with the entity agreeing with the City to perform the subcontracted work. Where neither of these options occurs, the employee shall be placed on layoff subject to recall, or placed on terminal leave and provided one week's pay for each year of service at the affected employee's normal weekly non-overtime earnings, up to a maximum of ten (10) weeks' pay, in order to search for alternative employment prior to termination. The paid terminal leave and the employment relationship shall terminate at the earlier of the employee's employment elsewhere, or the end of the terminal leave period.

Section 7: Non-Discrimination.

- (a) Neither the City, the Union, nor any employee shall discriminate against any employee in violation of state or federal law because of race, creed, color, religion, age, national origin, ancestry, sex, marital status, physical and mental handicap or disability unrelated to the ability to perform, or unfavorable military discharge, as defined by federal and state laws, or because of the employee's membership or non-membership in the Union, or participation or non-participation in lawful union activity. The foregoing shall not apply to internal Union matters.
- (b) Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.
- (c) Harassment Every bargaining unit employee, the Employer, and non-bargaining unit employees shall accord employees and individuals with whom they come in

contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment or discrimination occasioned by race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

Section 8: Americans With Disability Act Compliance. The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him. An employee may request accommodation through the Human Resources Department in accordance with ADA guidelines.

Section 9: Affirmative Action. As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

## **ARTICLE 2**

### **DUES CHECKOFF/FAIR SHARE**

Section 1: Dues Checkoff. With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligations uniformly required of Union members and shall forward the amount to the address designated by the Union. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for deductions shall be revocable upon written notice to the Employer and the Union.

Section 2: Fair Share. Employees who are members of the bargaining unit, but who do not authorize a deduction of Union dues, shall be required to pay a fair share (not to exceed the amount of regular Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment. Employees hired after the effective date of this Agreement and who do not make application for membership in the Union shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. Employees employed prior to May 29, 1992, who were not members of the Union on the effective date of this Agreement, or thereafter, shall not have any obligation hereunder, and shall not be required to pay or contribute any fair share amount unless they voluntarily do so.

The Employer shall, with respect to an employee on whose behalf the Employer has not received a written authorization to deduct Union dues as provided above, and who is not exempted from the requirement by the first paragraph above, deduct from the employee's wages, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union, subject to the following:

- (1) The Union has certified to the Employer that the affected employee has been delinquent in this obligation for at least thirty (30) days;
- (2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that employee has been advised by the Union of his obligations pursuant to this Article and the manner in which the Union has calculated the fair share fee;
- (3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator for the purpose of determining and resolving any objections the employee may have to the fair share fee, or to file a charge with the Illinois State Labor Relations Board for such purpose.
- (4) The rights of non-association of employees based upon bona fide religious tenets or reaching of a church or religious body of which such employees are members shall be safeguarded in accordance with Section 6(g) of the Illinois Public Labor Relations Act. Such employees shall pay an amount equal to their fair share contribution to a nonreligious charitable organization mutually agreed upon by the employees affected and the Union. If the affected employees and the Union are unable to agree, an organization shall be chosen by the employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board, or a provided by Section 6(g).

Section 3: The Union shall indemnify, defend and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that arise out of or by reason of any actions by the City for the purposes of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of the provisions of this Article.

### **ARTICLE 3**

#### **GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1: Definition. A "grievance" shall be defined as a dispute or difference raised by an employee or the Union against the City involving the alleged violation, application, meaning or interpretation of one or more of the express provisions of this Agreement.

Section 2: Representation. Grievances may be presented by the Union on behalf of an employee or a group of employees. Where an individual employee submits a grievance without the Union, the Union shall be given a copy of the written grievance and notified of any meetings to consider the grievance so that its representative may attend. Employee(s) shall be entitled to representation by the Union at each step of the grievance procedure upon request.

A grievance may be filed by or on behalf of two (2) or more employees only if the same facts, issues, and requested remedy apply to all employees in the group. Group grievances involving two (2) or more departments shall be filed only by the Union and shall be filed directly with the City Manager's office at Step Two, but may thereafter be referred to a lower step where appropriate to investigation or consideration of the grievance.

Section 3: Subject Matter. A grievance shall be in writing, submitted on a form approved by the parties, shall contain a statement of the facts and circumstances prompting the grievance, the Article(s) and Section(s) of this Agreement alleged to have been violated, the date(s) the alleged violations occurred, the relief sought, and the name(s) and signature of the grieving or affected employee(s) and the date of submission. Only one subject matter shall be raised in any one grievance.

Section 4: Step One. Where any employee or employee group have a dispute, disagreement or complaint, whether the subject matter constitutes a grievance as defined above or not, the employee(s), accompanied by a union steward if the employee(s) desire, may submit the matter to their immediate supervisor or the department head and attempt a satisfactory solution, provided that the employee(s) and supervisor or department head shall have no authority to make or agree to any arrangement or solution which conflicts with the provisions of this Agreement.

Where any informal resolution would not be possible, or fails to resolve a grievance as defined above, the employee(s) or the Union shall submit their written grievance within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. The written grievance shall be submitted to the department head of the department involved in the grievance, who shall, within seven (7) calendar days after submission, meet with the grievant and the union steward to investigate the grievance and attempt to resolve the grievance. Any grievance resolution shall be documented in writing and submitted to the Union's Business Agent and the City Manager for that department for their approval. Where no resolution is achieved at the meeting, the department head shall respond to the grievance in writing within seven (7) calendar days of the meeting, and deliver a copy of the response to the grievant and the union steward.

Section 5: Step Two. Within seven (7) calendar days of the response at Step 1, or the date response was due if none is provided, the grievant or the Union may appeal the grievance to the City Manager by written notice of appeal, to be submitted to the City Manager. . The City Manager may arrange a meeting with the grievant, the Union Steward and department head, or with the Business Agent and department head, to consider the grievance within seven (7) calendar days of notice of appeal, or respond to the grievance in writing within seven (7) calendar days of notice of appeal. Where a meeting is scheduled, a response to the grievance shall be made by the City Manager in writing within seven (7) calendar days after the meeting. Any resolution agreed

to by the parties shall be reduced in writing and signed by the parties. If no acceptable resolution occurs, the City Manager shall respond to the grievance in writing to the Business Agent within fourteen (14) calendar days of the meeting with the Business Agent.

Section 6: Arbitration. If no satisfactory resolution of a grievance is agreed upon at Step 2, the Union may appeal the grievance to arbitration by written notice of the appeal, submitted to the City Manager's office within fourteen (14) calendar days after the written response at Step 2, or the date a written response was due, if none is provided. Representatives of the Union and the City shall, within seven (7) calendar days after notice of an appeal to arbitration is submitted, confer, either in person or by telephone, to attempt to agree upon a neutral, third party arbitrator. If no agreement upon an arbitrator is reached, the parties shall submit a request for a panel of five (5) arbitrators to the Illinois State Labor Relations Board jointly, or the Union may submit a request unilaterally. Either party may reject one (1) arbitration panel and request another panel. Upon receipt of an acceptable arbitration panel, the parties shall alternately strike from the panel until one person remains, with the party who requested that panel striking first. The remaining panel member shall be notified jointly by the parties of his selection to serve as Arbitrator and requested to schedule a hearing on a date when the parties are available. Hearings shall be held at the City of Pekin unless otherwise agreed. The Employer and the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The fees and expenses of the arbitrator together with the cost of the hearing facilities, if any, shall be shared equally by the parties. Where either party requests the hearing be transcribed, the party requesting the transcript shall pay for the cost of transcription unless the other party intends to use the hearing transcript, in which case the parties shall share the cost equally.

The Arbitrator's power and authority shall be confined to consideration of the grievance(s) submitted, and to interpretation and application of the express terms of this Agreement. The Arbitrator shall have no authority to amend, modify, nullify, ignore, imply, add to or subtract from the express provisions of this Agreement. In resolution of any grievance resulting in any retroactive adjustment(s), any wage or economic adjustment(s) shall be limited to a maximum of fifteen (15) calendar days prior to the date of submission of the grievance. Subject to the foregoing, the decision of the Arbitrator, which shall be rendered within sixty (60) calendar days after proceedings are closed, shall be final and binding upon the Employer, the Union, and any employee(s) involved.

Section 7: Time Limitations. No grievance shall be valid unless submitted within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. A grievance may be withdrawn at any step of the grievance procedure without precedent or prejudice on written notice of the withdrawal. Grievances not appealed within the time limitations for appeal shall be deemed to have been withdrawn with prejudice. The time limitations at each step may be extended by the Employer and the Union, provided the extension shall be in writing and signed by representatives of each party.

Section 8: Investigation. Union stewards shall be permitted reasonable time at the beginning or the end of the work day without loss of pay to investigate established grievances on the Employer's property upon proper notice to the responsible department head.



Section 9: No Strike - No Lockout. Pursuant to Section 8 of the Illinois Public Labor Relations Act, the parties hereto agree that there shall be no strike(s) for the duration of this Agreement. Employees covered by this Agreement shall not be locked out as a result of a labor dispute during the term of this Agreement.

Section 10: No Strike Commitment. Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or condone any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

Section 11: No Lockout. The employer shall not, during the term of this Agreement, lockout employees covered by this Agreement as a result of a labor dispute between the parties.

Section 12: Unauthorized Activity. The local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the City written notice, which notice will list the Union's authorized representative who will deal with the City, make commitments for the Union generally and, in particular, have the sole authority to act for the Union. In the event of any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members, providing the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the City, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, or as to those participating in a second stoppage during the term of this Agreement, the City shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and such employee shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 13: Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint in the event the other party violates this Article.

#### **ARTICLE 4**

#### **DISCIPLINE AND DISCHARGE**

Section 1: Definition. The parties agree with the tenets of corrective and progressive discipline. Disciplinary actions shall include the following:

- (a) Oral Documented Warning
- (b) Written Warning
- (c) Suspension Without Pay
- (d) Discharge

Where appropriate, corrective and progressive actions will be employed, provided that suspension, demotion, or discharge without prior corrective action(s) shall be an appropriate disciplinary response, consistent with cause or just cause, where the seriousness of the employee(s) actions or conduct warrant, shall not be a prerequisite to suspension or discharge. Where an employee receives four (4) or more warning notices for unrelated actions or misconduct of a minor nature within any twelve (12) month period, disciplinary actions of discharge or suspension may be consistent with just cause for the accumulation.

Section 2: Just Cause. Just cause shall be defined as that term has been defined by the Illinois courts; to-wit some substantial shortcoming which renders the employee's continuance in office or employment in some way detrimental to the discipline and efficiency of the public service and which the law and sound public opinion recognize as a good cause for the employee no longer occupying his or her position. It is agreed that dishonesty, drinking of intoxicating liquors while on duty, or appearing for work under the influence of liquor and the possession, use, or being under the influence of illicit or illegal drugs, or any illegally obtained or non-prescriptive substance which may impair an employee's ability to perform any duties, demonstrated and documented incompetence, willful destruction of property, fighting on the job or related to the job, gross insubordination and/or the serious violation of reasonable City rules or directions shall be cause for discharge or suspension when they occur, but shall not be exclusive of other grounds constituting just cause.

Section 3: Use of Prior Warnings. Any notation of an oral warning placed in the employee's file shall be for documentation only, and shall not be considered to be a "written warning" with respect to progressive discipline and a copy shall be presented to the employee. A written warning in the employee's file shall not serve as the basis for additional progressive disciplinary action on a current offense, where more than eighteen (18) months have elapsed since the written warning without additional disciplinary actions.

Section 4: Written Notice. Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the nature of the misconduct and guidelines for the employee for future behavior. Disciplinary actions shall be implemented within a reasonable period after the occurrence of the event and any investigation by the employer needed to determine the facts.

## **ARTICLE 5**

### **COMPLETE AGREEMENT**

Section 1: The parties acknowledge that, during the negotiations which preceded this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2: Except as authorized by this Agreement, the employer shall not enter into any contract or agreement with any bargaining unit employee(s), individually or collectively, which conflicts in any way with the provisions of this Agreement. Any agreements entered into in violation of the foregoing provision shall be void and without force and effect.

Section 3: Sponsorship. The employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union. The foregoing shall not be interpreted as an assignment of any work to any union, nor as a basis for any jurisdictional claim to any work.

## **ARTICLE 6**

### **SCOPE AND TERM OF AGREEMENT**

Section 1: Scope. This Agreement shall apply only to those employees of the City of Pekin who are employed in jobs or job classifications included within the bargaining unit recognized in Article 1, Section 1 of this Agreement.

Section 2: Term. This Agreement, when approved and signed by the appropriate authorities for and on behalf of the City and the Union, shall be in force and effect from May 1, 2017 to and including April 30, 2020, and shall thereafter continue in full force and effect for successive periods of one (1) year unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other party not less than sixty (60) days prior to the date of termination.

Section 3: Modifications. It shall be understood that the provisions of this Agreement may be modified by mutual agreement of the City and the Union at any time, provided that all such modifications shall be in writing and signed by an authorized representative of the City and the Union.

## **ARTICLE 7**

### **JOB OPENINGS**

Section 1: Job Openings. Where an existing or a new job within the bargaining unit becomes vacant, and the City decides to refill or fill it, the City may elect to fill the vacancy by promotion, reassignment or transfer. In the event a position to be filled requires specific education or training, qualification, skill and/or ability; and no bargaining unit employee either bids or qualifies for a new or vacant position, subject to the provisions of this Article; then the City may elect to fill the vacancy by promotion, reassignment, transfer or have the right to hire from outside the bargaining unit. Prior to duties, responsibilities, or qualifications for an existing job are changed; there must be an agreement with union.

Section 2: Notice. Where a job within the bargaining unit is vacant and the City intends to fill the vacancy, notice of the vacancy with a description of the job shall be filed with the Human Resources Office and posted at the location where the employees report to work for a

period of at least one (1) week. Present regular full and part-time employees may submit a statement of interest in the vacant position to the department head where the vacant job exists, within ten (10) calendar days of the date of posting shown on the notice.

Section 3: Filling Vacancies. Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 19, Section 4(b) of this Agreement.

Any employee bidding for any job vacancy may, prior to accepting the new job, withdraw his bid, provided that where this occurs, the City shall not be required to post the vacant job again because employee(s) withdrew their bids. Employees withdrawing a bid shall be ineligible to bid for any further job vacancies for a period of ninety (90) days, unless waived by the City. Any employee awarded a bid, and successfully demonstrating the ability to perform a job vacancy, shall be required to remain in the position, and shall be ineligible to bid for further job openings for six (6) months after successful completion of the probationary period, unless waived by the Employer.

Failure to qualify for a new or vacant position shall be based solely on qualification and ability, and shall not be for arbitrary or capricious reasons. Further, the use of skill or ability as provided under this Article shall only be for new or vacant positions that require a level of expertise which is reasonably more than that normally possessed by a General Unit employee.

In the event that no bargaining unit employee either bids or qualifies for a new or vacated position, subject to the provisions of this Article, then the City may elect to fill the vacancy by promoting, reassignment, transfer or employment of a new hire.

Section 4: School Bus Operations. With respect to the School Bus Operations conducted by the City, the following provisions shall apply during the term of this Agreement:

- (a) Prior to the start of the each school year, all school bus routes shall be open for bidding by current school bus drivers (at the time of the bid posting, all bids for the previous year shall be posted, showing what a particular run paid in-house, the previous year), and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) for the route selected. The City retains the right to designate the bus equipment which will be assigned to each route and to alter such routes during the school year due to unforeseen circumstances, such as emergencies, weather, construction, and student address or enrollment changes. Noon runs will be subject to separate bidding, and will be assigned based on seniority to those employees requesting such runs. Monitor positions on those buses designated by the City to have school bus

monitors shall also be open for bidding by current school bus monitors prior to the start of each school year, and awarded on the basis of seniority, so long as the employee possesses the training (if any) required for the requested assignment.

Once returning school bus drivers and monitors have been assigned their routes for the school year, the City will fill unassigned positions with new employees in the manner it determines appropriate, and shall maintain a list of temporary substitutes, to the extent possible, to fill in for absent drivers and/or monitors when necessary. Any school bus driver or monitor who intends to be absent or tardy shall provide at least forty-five (45) minutes' notice in advance of their scheduled starting time when the absence/tardiness could not be anticipated prior to that day. Failure to provide proper notice in advance of any absence or tardiness shall be a basis for discipline.

- (b) A sign-up sheet shall be maintained for school bus drivers and monitors to express their interest in being assigned additional work on charters and cleaning buses when such work is available. Cleaning of buses and Charters shall be offered by seniority as provided in APPENDIX B and shall be in addition to those other duties of a school bus driver or monitor. Cleaning of buses shall be offered by seniority on a daily basis to School Bus Drivers and Monitors who have expressed their interest in being assigned this additional work pursuant to the attached APPENDIX B.
- (c) Summer work driving school buses shall be open for bidding separately, and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) required for the route(s) selected.
- (d) School bus drivers and monitors shall receive four (4) hours pay at their regular hourly wage rate for the following holidays: Labor Day, New Year's Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr Day, Memorial Day and Veteran's Day, and shall receive two (2) hours pay at their regular hourly wage rate on the day after Thanksgiving Day. School bus drivers and monitors shall be required to work their last regularly scheduled work day before and after such holidays, to be entitled to the holiday pay in accordance with Article 12, Section 4. Any school bus employee who works on a holiday shall be paid in accordance with Article 12, Section 5 of this Agreement, unless the employee was unable to do so because of an approved absence.
- (e) All time spent getting required physicals, and/or taking drug tests, will be considered time worked and will be paid at the applicable hourly rate. School Bus Drivers will be paid \$25.00 for attending the annual refresher course for their license.
- (f) All school bus drivers and monitors shall be paid a minimum of three (3) hours per run and an additional one half (1/2) hour for each additional run at a minimum. If an employee has a double in both the morning and the afternoon, then the employee shall be paid a minimum of 3 ½ hours.

- (g) Bus inspections done on extra hours or holidays shall be offered by seniority to those employees who are on the applicable sign-up sheet and paid at the applicable overtime rate.
- (h) School Bus Drivers and Monitors assigned to Charters shall upon presentation of a receipt, be reimbursed for all meals pursuant to the City's Meal and Expense Reimbursement Policy while on a Charter run of five hours or more and 30 or more miles and in accordance with IRS Regulations subject to Article 17.
- (i) The City may maintain and utilize a list of qualified drivers to call-in to substitute for a scheduled driver who does not timely appear for his/her shift.

## **ARTICLE 8** **SENIORITY**

**Section 1:** Definition. "Seniority" shall be defined as each employee's length of continuous employment within the bargaining unit since the employee's last date of hire. Classification seniority shall be defined as each employee's length of continuous employment within the classification of regular full-time, regular part-time, or school year employee, since the employee's last date of hire, or transfer to that classification.

**Section 2:** Termination. Each employee's seniority and employment relationship shall terminate where the employee:

- (a) resigns or quits;
- (b) retires;
- (c) is discharged (unless returned to work through the grievance procedure or by legal decision);
- (d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control;
- (e) fails to return to work at the end of a scheduled vacation or authorized leave of absence, except as otherwise authorized;
- (f) fails to report for work within fourteen (14) calendar days after notice of recall from layoff is made by certified letter to the employee's last known address with verification of delivery;
- (g) is absent from work for any reason, including layoff, for a period equal to the lesser of the employee's seniority at the time the absence began, or three years.

Section 3: Seniority List. A seniority list showing the name, seniority and classification seniority date(s), present job and department of each bargaining unit employee employed prior to the effective date of this initial Agreement shall be provided to the Union. Upon agreement between the parties, such initial list shall not be subject to challenge under the grievance and arbitration procedure.

Semi-annually, on April 1 and October 1, the City shall prepare an updated seniority list showing the names, seniority and classification seniority date(s), present job and department of the current bargaining unit during the term of this Agreement. A master list shall be filed with the office of the Human Resources Office, a copy mailed to the Union and any employee on layoff, and copies posted in City Hall and the offices of other departments. Employees claiming any error in the changes made on an updated seniority list shall have thirty (30) days after the date of filing and posting or receipt to raise any challenge, after which the updated seniority list shall be deemed conclusive on all employees.

Section 4: Transfer Outside Bargaining Unit. The City retains the exclusive right to select those persons to fill positions outside the bargaining unit of this Agreement. Where any bargaining unit employee transfers to a position outside of this bargaining unit (including transferring to another bargaining unit) except on a temporary basis, the employee's seniority shall terminate after the date of transfer. Employees transferring outside of this bargaining unit to another bargaining unit, or to a position in the City not covered under a bargaining unit, shall be allowed to carry their seniority for the purpose of wages, benefits, vacation, holidays, sick leave, personal leave and funeral leave. Accrual of seniority upon transfer into another bargaining unit, for the purpose of hours of work, bidding and lay-off and recall shall be based solely on the seniority an employee accrues in the bargaining unit into which he transfers from the initial date of transfer, or hire into the respective bargaining unit. The City cannot force employees to transfer outside the bargaining unit.

Section 5: Layoff and Recall. The City retains the exclusive right to determine appropriate staffing in each classification and each department of the City. Where the City determines a layoff of current bargaining unit employees is needed, the City shall utilize the following procedures in layoffs and recalls:

- (a) Probationary employees shall be laid off prior to employees having classification seniority who possess the skills, qualifications, experience, and ability to perform the jobs or job duties required in the same department. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.
- (b) Thereafter, employees shall be laid off in their departments by classification seniority, provided the employee(s) retained possess the skills, qualifications, experience, and ability to perform the jobs or job duties required within their department. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.

- (c) Employees laid off pursuant to (b) shall be entitled to bump a less senior employee within the same classification (full-time, part-time or school year employee) or, if the employee has previous seniority in a lesser classification (part-time or school year), the employee shall be entitled to bump a less senior employee within such lesser classification, provided the employee possesses the skills, qualifications, experience and present ability to perform the jobs or job duties performed by the employee to be displaced by the bumping. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.
- (d) Where the City contemplates the layoff of more than five (5) employees in any department, it will provide the Union with notice fourteen (14) calendar days in advance, where possible. Upon request, the City will meet with the Union Business Agent to discuss alternative scheduling or other methods to avoid or reduce the layoff. Affected employees will be given notice of layoff seven (7) calendar days in advance, where possible. Any grievance contesting a layoff notice must be submitted within seven (7) calendar days of the notice of layoff, where it is given, to be timely, or will not be considered.
- (e) Employees will be recalled in inverse order to the order in which they were laid off from their department, provided the employee possesses qualifications, experience, and ability to perform the jobs or job duties available. Employees shall be given notice of recall by certified mail, sent to the employee's last known address. It shall be the employee's responsibility to provide the employer with his latest mailing address, by written notice to his department head. The employee shall have fourteen (14) calendar days after the date of the notice of recall to report, but must notify his department head if he is accepting the recall within three (3) calendar days after the recall notice is received. Where notice of recall is returned because the employee moved, and did not provide the City with Notice, the City shall have no further obligation to locate the employee, whose right to recall shall be extinguished.
- (f) Nothing herein shall prevent the City and the Union from mutually agreeing to a program designed to avoid or curtail layoffs by spreading available work or hours among employees or other agreed actions.

## **ARTICLE 9**

### **PAY DAY**

**Section 1:** The City agrees to pay employees every other Friday. The City shall pay any errors on the paycheck immediately following notification of the error. It is the employee's responsibility to sign off on printed time sheets or it is understood that the employee's entry of their own time constitutes approval of the time sheet. All timesheets will be reviewed by Supervisor; errors will not be subject to discipline. Effective May 1, 2009, all new employees will be paid by direct deposit



**ARTICLE 10**  
**WAGES**

Section 1: Wage Schedule. During the term of this Agreement, the minimum hourly wage rates for employees shall be as shown on the wage schedule attached to this Agreement as Appendix A, and incorporated herein by reference. The City retains the authority to grant individual employees increases above the minimum hourly wage rates upon the recommendation of the appropriate department head.

The City Manager retains the authority to create new jobs, and to establish the duties for such new job(s). However, the establishment of a wage rate for same shall be upon mutual agreement between the City and the Union

Section 2: The City retains the authority to assign employees within the bargaining unit to any duties, work or jobs the employee is qualified to perform whenever operational requirements in any department require. Where any employee is temporarily assigned to perform a bargaining unit job having a higher wage rate, the employee will be paid the applicable hourly wage rate of the higher rated job while performing that job. Where any employee is temporarily assigned to perform a bargaining unit job having a lower wage rate, the employee will be paid his normal hourly wage rate while performing the other job.

Where employees are temporarily assigned to a job for a period of one month or more individually or collectively, said job shall be posted for bid, pursuant to Article 7 of this Agreement, except when said temporary assignment is to replace an employee who is off work due to illness, injury, or other leave.

Section 3: Employees will be given access to an employee portal where they may access the timesheets directly, or upon request, all employees will be provided copies of their bi-weekly timesheets.

**ARTICLE 11**  
**HOURS AND OVERTIME**

Section 1: Application. This Article is intended to define the normal hours of work per day or per week. Nothing contained herein shall be construed as any guarantee of employment or to any particular number of hours of work, nor as any limitation preventing the City from structuring the normal work day or work week in order to promote the efficiency of municipal government; from establishing work schedules of employees; and/or establishing part-time positions for or within the City.

Section 2: Work Day and Work Week. The normal work week for regular, full-time employees shall be forty (40) hours, comprised of either four (4) or five (5) work days, Sunday through Saturday (for the purposes of reflecting payroll), together with any additional hours which may, from time to time, be required by the City. The normal work day for regular, full-time

employees shall consist of either ten (10) hours per day for a four (4) day work week, or eight (8) hours per day for a five (5) day work week, with a one (1) hour (or a one-half hour) lunch period without pay, which shall include employee travel time to obtain their lunch, to be scheduled by the department head. The normal work week and work day for regular, part-time employees and school year employees will be established by the department head from time to time based upon the needs of the City. The normal work week and work day above shall not apply to newly created jobs or operations not in existence at the time of this Agreement.

The department head in each City department shall establish the scheduled starting and quitting time for specific job classifications and for divisions within each department according to the operational requirements of the City and the department, provided the established starting and quitting times for any regular employee shall not be altered, once scheduled, without twenty-four (24) hours advanced notice to the affected employee(s).

Section 3: Overtime. Employees covered by this Agreement shall be paid one and one-half (1.5) times their regular hourly rate of pay for authorized overtime hours actually worked in excess of eight (8) hours per day (10 hours where applicable), forty (40) hours in a work week, Saturday, Sunday. Upon mutual agreement between the City and employee, hours worked in excess of eight (8) hours per day (ten (10) hours when applicable) may be credited for time off instead of being compensated at the overtime rate. Credited time off shall be credited at time and one half and may accumulate up to 40 hours. Time off will be used at a time mutually agreed upon by the employee and the department head.

For the purpose of computing overtime, holiday pay, personal time and vacation days shall be considered as hours worked. School Bus employees shall have overtime computed on actual hours worked, except as provided in Article 11 Section 6 and as provided in Article 7, Section 4(d) and Article 16 Section 9. The department head in each department retains the right to require overtime work by employees when necessary to the efficient conduct of city operations.

Section 4: Break Periods. Regular full-time employees will be permitted two (2) fifteen (15) minute break periods during each regularly scheduled work day, one during the first four (4) or five (5) hours of work and a second during the second four (4) or five (5) hours of work. Part-time and temporary employees scheduled to work eight (8) hours or more in a day shall be provided similar rest periods. Rest periods shall be arranged by the department head or immediate supervisor in the manner most compatible with departmental operations.

Section 5: No Pyramiding. There shall be no pyramiding or duplication of any overtime or premium pay for Saturday, Sunday, Holiday or other work, and no employee shall be paid more than once for the same hours worked.

Section 6: Call Outs. Whenever an employee is called out to return to work outside his regularly scheduled work hours, and is not on stand-by assignment, the employee shall be entitled to a minimum of three (3) hours at the applicable wage rate provided by this Agreement. To be entitled to the full three (3) hours pay, the employee must be available for work during the full three (3) hour period.

Section 7: Shift Differential. There will be a shift differential of fifty (\$0.50) cents per hour in addition to the applicable hourly rate for second and third shifts. This rate applies to employees in Police Records, Front Desk and Mechanics jobs.

**ARTICLE 12**  
**HOLIDAYS AND HOLIDAY PAY**

Section 1: Holidays. The following days shall be observed as holidays:

January 1 (New Year's Day)	Memorial Day	Veterans' Day
President's Day	July 4th	Thanksgiving Day
Martin Luther King Jr. Day	Labor Day	Day after Thanksgiving
Christmas Day		

Where any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, and where the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Section 2: Holiday Pay. Regular full-time and regular part-time employees shall be paid eight (8) and six (6) hours respectively pay at their regular hourly wage rate for each holiday for which they are eligible to receive pay for the Holiday. Part-time employees would be entitled to the same holiday provisions as the school term employees as provided in Article 7, Section 4d. Part-time employees shall be paid a minimum of four (4) hours or their average hours per day for each holiday, whichever is greater.

Section 3: Holidays During Vacation. Where any holiday occurs during an employee's scheduled vacation period, the employee may, with notification to the department head prior to the vacation period, elect to extend the vacation period, or elect to receive holiday pay for that holiday.

Section 4: Pay Eligibility. To be eligible to be paid for a holiday, each employee must work his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday. Employees on layoff or other non-active status shall not be eligible for holiday pay for holidays occurring while the employee is not actively employed by the City.

Where any employee is scheduled for work on any holiday, the employee shall not be eligible for pay for the holiday if he fails to report for work as scheduled. Except in emergencies (including storm, flood, and other extreme situations), employees scheduled to work on a holiday shall be given at least seven (7) days advance notice.

Section 5: Holiday Work. In addition to the regular holiday pay provided, any employee who works on a holiday shall be paid double the regular hourly wage rate for the job for all hours worked on the holiday. Any employee called in to work on a holiday shall be guaranteed a minimum of four (4) hours at double times the applicable hourly rate

## **ARTICLE 13** **VACATIONS**

Section 1: The following vacation schedule shall apply to all regular, full-time employees. A week for the purpose of this section shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime:

- (a) Employees who have completed one (1) year of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for two (2) weeks of vacation with pay at the employee's regular rate per hour.
- (b) Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour.
- (c) Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour.
- (d) Prior to March 31, 2014, Employees who have completed fifteen(15) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation at the employee's regular rate per hour.
- (e) Regular, full-time employees who, prior to January 1, 1992, were allowed a specific number of weeks of vacation greater than four (4) weeks based upon their length of continuous service with the City, shall, in each calendar year during the term of this Agreement, be eligible for the number of weeks of vacation (either five (5) or six (6) with pay at the employee's regular hourly rate of pay which the employee was eligible for prior to January 1, 1992.

Section 2: Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one (1) full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule in Section 1, an employee would become eligible for an additional week of vacation time because of his years of service (i.e. after five (5) years or ten (10) years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of the calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, his vacation time will be extended for a 30 day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority, provided however, that no employee shall be entitled to schedule more than three (3) weeks of vacation time consecutively. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing. Vacation time shall not be scheduled for periods of less than one day without the approval of the department head, provided that employees eligible for more than one (1) week's vacation time may schedule up to one (1) week (5 days) of vacation time for use in periods not less than one hour increments. Any vacation time not scheduled, and used, by December 31, shall be lost provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a thirty (30) day period beyond December 31.

Section 3: Vacation pay will be based on an average work week with regular work week hours of forty (40) hours.

Employees who have worked less than fifty-two (52) weeks in the previous year will receive a pro rata vacation which will be computed on the basis on one-fifty-second (1/52) of the regular vacation pay for each week worked, in the previous year. Weeks of vacation used in the previous year shall be considered weeks worked for this purpose.

Section 4: Upon separation from City employment for any reason, any employee eligible for vacation with pay shall be paid the monetary equivalent of any unused vacation benefits he had for that calendar year at his regular wage rate. For each completed week of service within the calendar year in which the employment separation occurs, the employee shall receive one-fifty-second (1/52 or .0192 percent) of the annual vacation pay the employee was eligible to receive that calendar year in the employee's final paycheck.

## **ARTICLE 14** **SICK LEAVE**

Section 1: Each regular full-time employee shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of twelve (12) days (ninety-six (96) hours per year), to be used whenever the employee, by reason of any injury or illness not arising out of his/her employment or for the illness or injury of family members (including doctor appointments) is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of two hundred and forty (240) days of unused sick leave for subsequent use during any long term illness or injury once annual sick leave benefits have been exhausted

Section 2: Where any employee has accumulated the maximum number of unused sick leave days authorized above, and does not utilize any sick leave days in a calendar year, the employee shall be entitled to two (2) days' pay at the current hourly wage rate.

Section 3: Except as provided for in Article 14, Section 1, the sick leave benefits provided herein are to be utilized only when an employee has a legitimate injury or illness which precludes the employee from performing the duties of his/her job. Sick leave may be used only for a non-job related illness or injury for which an employee is not entitled to receive any worker's compensation benefits.

Upon reasonable suspicion of abuse of sick leave, the head of each department may require adequate verification of the employee's asserted illness or injury, including the certification of an attending physician attesting to the employee's illness or injury or disability, whenever the department head deems such verification to be appropriate. Where such verification is requested, sick leave days with pay shall be denied where the verification is not submitted, in addition to any disciplinary measures found to be appropriate by the City. It shall be compulsory for an employee who is off for three (3) consecutive days or more to present a doctor's certificate upon returning to work to be entitled to sick leave benefits.

Any employee falsely claiming sickness ~~in order~~ to take advantage of sick leave shall be subject to discipline, up to and including discharge.

Section 4: Non-Payment. Upon IMRF retirement, up to a maximum of 240 sick days (1,920 hours) can be used to extend IMRF service credit for up to one year except that employees hired or entering IMRF after the effective date of changes in IMRF (July 1, 2014) shall be allowed up to a maximum of 120 sick days (960) hours to be used for IMRF service credit, or-for an employee hired before January 1, 2018, used to pay for City of Pekin group insurance premiums.

If he or she was hired prior to January 1, 2018, an employee's sick leave balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account, which shall not bear interest and shall expire upon depletion of the sick leave value placed therein. The value of this computation may be used exclusively to pay for City of Pekin group health insurance premiums, where and to the extent the days are not used to purchase additional IMRF service credit. Upon the death of a retiree who was hired before January 1, 2018 and who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for health insurance premiums under the City of Pekin group health insurance until the monies are exhausted.

Section 5: Where an employee has accumulated the maximum sick leave days authorized in Article 14, Section 1, the employee may continue to accumulate sick leave days solely for purposes of credit on retirement to the extent permitted by the Illinois Municipal Retirement Fund (IMRF). Such additional sick leave days accumulated shall not be used for any other purpose.

## **ARTICLE 15**

### **HEALTH AND WELFARE**

Section 1: Health Care Coverage. During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health

care benefits that provide substantially similar benefits to those shown in the attached schedule of benefits, Attachment A. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

**Section 2:** Health Care Cost. Employee Participation Rates (per month): Employees shall contribute the following towards their insurance premium

	<u>10/1/17</u>	<u>10/1/18</u>	<u>10/1/19</u>
<b>Employee</b>	\$70.00	9.5% of total monthly premium up to \$85.23	10.5% of total monthly premium up to \$102.20
<b>Employee and Spouse</b>	\$140.00	9.5% of total monthly premium up to \$172.46	10.5% of total monthly premium up to \$198.27
<b>Employee and Child</b>	\$110.00	9.5% of total monthly premium up to \$112.65	10.5% of total monthly premium up to \$135.06
<b>Family</b>	\$160.00	10.5% of total monthly premium up to \$237.75	10.5% of total monthly premium up to \$284.89

**Section 3:** Life Insurance. During the term of this Agreement, the City will provide a group term life insurance policy for regular, full-time employees. The City shall retain the right to select the insurance carrier, or to change carriers where it determines it to be appropriate, provided it shall not reduce the death benefit in effect on the date of this Agreement.

**Section 4:** Retiree Insurance. Individuals who have retired or who retire from the City's employment, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect. Any retiree (after April 1, 2009) who had been hired prior to January 1, 2018, shall be able to continue insurance in the applicable category (Employee, Family, etc.) and will share equally the applicable monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

**Section 5:** Vision Care. When the City adopts a Vision Care Policy it will be applicable to this Agreement.

**Section 6:** Illinois Municipal Retirement Fund. During the term of this Agreement, qualifying employees covered by this Agreement, shall participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with and subject to the provisions within the Illinois Pension Code governing the IMRF, and the applicable rules and regulations related thereto. During the term of this Agreement, the City agrees to continue the election of a minimum one- thousand (1,000) hours per year standard for participation in the IMRF so long as that option remains available under the IMRF program.

**Section 7:** If an employee is absent due to an on the job injury or illness that employer shall continue to pay the required contributions as long as that employee is unable to return to full time employment as the result of the on the job injury. If an employee is absent due to an off the

job injury or illness that employer shall continue to pay the required contributions for a period of 18 (eighteen) months.

Section 8: Employees and Retirees receiving insurance hereunder shall notify the Employer if they, their spouse, or dependent(s) is/are eligible for insurance through their spouse's employer, or through other available coverage. Employees or Retirees with such availability shall, at the earliest opportunity, but no later than the next open enrollment, obtain insurance coverage for themselves, their spouse, or dependent(s), as applicable, through such coverage and to the greatest extent possible.

## **ARTICLE 16** **LEAVES OF ABSENCE**

Section 1: Personal Days. Regular full-time employees shall be allowed three (3) personal days with pay each calendar year. Personal days may not be accumulated, and shall be forfeited if not used during the calendar year. Personal days shall be scheduled at least forty-eight (48) hours in advance, and shall not be used for periods of less than four (4) hours unless agreed otherwise with the employee's department head. To satisfy staffing requirements, the City may limit the number of employees authorized to use a personal day.

Section 2: Military Leave. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of employees who voluntarily or involuntarily leave employment positions to undertake military service, consistent with the provisions of USERRA regulations. See USERRA attachment. Full context of law is available in the Human Resources Office.

Section 3: Jury Duty. Any employee who is required to serve on a jury shall be given a leave of absence with pay for the time served on jury duty. If released from jury duty prior to the end of the employee's work day or shift, the employee shall be required to return to complete the work day. Notice of required service on a jury shall be given to the employee's department head as soon as practical after the employee receives notice of jury duty.

Payment to the employee for jury duty (excluding any mileage reimbursement) will be endorsed over to the City of Pekin.

Section 4: Family Leave. Any employee may, where they qualify, apply for an unpaid leave under the Family and Medical Leave Act consistent with the provisions of current regulations, including Military Leave Entitlements. Full context of law is available in the Human Resources Office. Family and Medical Leave Act time shall run concurrent with paid benefit time under all qualifying circumstances.

Section 5: Educational Leave. An employee interested in further professional training may obtain an educational leave without pay for up to twelve (12) months in duration. Such leave shall require recommendation by the employee's department head, and approval by the City Manager, based on the employee's plan of education, course work, and an explanation of how such



education will be of benefit to his/her City employment . Employees granted an educational leave shall be prohibited from accepting any employment while on leave without prior approval of the department head and City Manager, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted educational leave shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled. The employee shall retain his seniority during the educational leave, but shall not accrue any economic benefits under this Agreement during the leave period.

Section 6: Educational Time Off/Tuition Reimbursement. An employee may apply for, and the responsible department head or City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City through the City's Tuition Reimbursement Program.

Section 7: Disability Leave.

- A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Risk Manager and the department head of the action taken.
- B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.
- C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 8, Section 2(g) "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or eighteen (18) months, after which the employee will be responsible for the cost of continuation coverage, if it is available.
- D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third

physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

Section 8: Bereavement Leave. Each regular employee shall be allowed up to three (3) days off with pay to attend the funeral and to details of any funeral when a death occurs in the employee's immediate family, which shall include the employee's legal spouse, civil union partner, natural or adoptive child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law- sister-in-law, grandparent, grandparent-in-law, grandchild or any relative residing in the employees home. Step relatives with the same relationship as above shall also be included. In addition, days off without pay may be granted due to the death of any close friend or relative with the approval of the department head. Part time employees shall be entitled to one (1) day off with pay, based on four (4) hours pay to attend a funeral as provided for all full time employees. Bereavement leave used during a vacation period shall extend or credit the employee's vacation. Employees shall be entitled to two (2) paid weeks bereavement leave in the event of a child's death, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

## **ARTICLE 17** **GENERAL PROVISIONS**

Section 1: Uniforms. Where employees are required to wear a uniform while on duty in the performance of his/her job, the City shall supply the employee with the uniform(s), and shall replace them, where the department head or supervisor determines, upon inspection, they need to be replaced. The employee shall return all uniforms issued in a condition appropriate to the duration and extent of use upon separation of employment. Employees provided with uniforms shall wear such uniforms only while on duty, and while traveling to and from work, and at no other times without prior authorization by their department head.

Where the City approves the request, the City will replace, or reimburse the employee for the cost of a new pair of eyeglasses where an employee's eyeglasses are damaged without fault or negligence on the employee's part in the course of his employment, subject to a maximum of Two Hundred and Fifty (\$250.00) dollars.

Section 2: Physical Examinations. Where the City requires any employee to have any physical examination(s) or test(s), including sleep apnea as required by the medical practitioner selected by the City, the City shall pay the full cost of the examination(s) or test(s) when conducted by a medical practitioner selected by the City. Where the employee is granted the option to utilize his/her personal physician, the City will reimburse the employee up to the amount it would pay if the exam(s) or test(s) were done by the City's medical practitioner and upon prior approval from the Human Resources office. . All time spent by employees taking physical exams, tests, or attending mandatory meetings, whether during an employee's normal working hours or not shall be paid for at the employee's applicable regular or overtime hourly rate.

Section 3: Special Licenses. Where an employee is required to have an operator's license or permit, beyond an Illinois driver's license, as a condition of his or her job, the City will

reimburse the employee for the cost of such special license or permit, less the cost which the employee would pay for a regular driver's license.

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of twelve (12) months, after which the employee shall be terminated provided the license or permit has not been reinstatement during said twelve (12) month period.

Section 4: Attendance. Every employee is expected to maintain regular, on-time attendance as scheduled. Where the employee anticipates any absence from work, he/she shall notify the department head in advance of the date of the anticipated absence to obtain authorization for the absence. Where the absence could not be anticipated in advance, the employee shall notify the department head at least forty-five (45) minutes in advance of his/her scheduled starting time where the employee will be absent from or late to work. Tardiness and absenteeism, including absence without notice or authorized leave, and maintenance of an unacceptable pattern of regular, on-time attendance will result in the imposition of discipline pursuant to Article 4.

Section 5: Travel. The City Manager or the department head may approve, for employees in their departments, travel to meetings, site visits, negotiations, or other municipal purposes outside of the City of Pekin, as representatives of the City. The City shall reimburse the employee for necessary expenses incurred by the employee for such travel, including:

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels, such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc., provided an employee may make one (1) personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the City Manager and Finance Department.
2. Meals required by the duration of the meeting and the travel, will be paid at the current IRS per diem rate. Receipts for meals are required.
3. Mileage costs, limited to the mileage reimbursement rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance.

No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the City Manager, to cover estimated

expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the City Manager and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department. If reconciliation is not made within 30 days after travel, the employee may be responsible for reimbursement of expenses to the City.

Section 6: Conditions. As a condition of employment, each employee in the capacity of Public Property, Inspections, Parking/Code Enforcement and Transportation, except the office clerk and custodians must:

- (a) Meet all driver certification and other requirements, prescribed by the State of Illinois, the Regional Superintendent of Schools and/or contracting School Districts, and the City required as part of the employee's job duties. It is the employee's responsibility to keep their license, certification and other requirements current. In addition, all drivers and monitors are required to attend a minimum of an eight (8) hour safety and first-aid course annually.
- (b) Be medically capable of performing the required work, free from the presence of illegal drugs in the body (as defined in the attached drug policy), and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood alcohol concentration greater than .04 percent while on duty; or in accordance with State law.
- (c) Observe and obey all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the employer. All vehicles are equipped with versatrans on-screen for safety of the drivers and passengers. Any driver with two occurrences of speeding at or in excess of 10 mph of the legal speed limit within any nine (9) month period shall be disciplined by a one (1) day unpaid suspension. Recurring offenses may be subject to increased discipline, up to and including discharge.

Section 7: The employer shall pay or reimburse the employee for required annual physical examination(s) (including drug and alcohol testing), criminal conviction record check(s), driving record check(s), school bus operator permit(s), and any commercial driver's license (less the expense of a regular driver's license), including sleep apnea as required by the medical practitioner selected by the City, provided that, where any new employee fails to complete the probationary period, the employer shall not be obligated to reimburse the employee for the commercial driver's license. The employer has the right to select the doctor(s) and medical facilities for any physical or medical exams or testing; the right to schedule appointments and establish other arrangements for examination, test or license, and shall not be obligated to pay or reimburse any employee for the cost of any examination, test or license, unless the arrangements were made, or approved in advance, by the responsible department head.

Section 8: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the employer. School Bus Monitors shall be subject to the same drug and alcohol testing as other employees. The employer shall select the

doctor or medical facility. The employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the determination whether the employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact. In case of disagreement between physicians, remedy will be in accordance with Article 16 Section 8 (d).

Section 9: Mechanics are to receive a \$400.00 per year tool allowance with proof of receipts.

Section 10: Boot Allowance. The City shall reimburse full time employees covered by this Agreement for the purchase of safety boots and resoling of boots every fiscal year. Reimbursement for Mechanics and Inspectors shall not exceed \$250.00 each fiscal year. Reimbursement for Yard Crew employees shall not exceed \$100 each fiscal year. All reimbursements are subject to proof of purchase and require prior authorization.

Section 11: Shirts. Each Yard Crew employee covered by this Agreement shall be supplied with five (5) safety green T-shirts and two (2) safety green long sleeved shirts each contract year.

## **ARTICLE 18**

### **SAFETY**

Section 1: The City shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances required by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department had adjusted the complaint.

Section 2: Under no circumstances will an employee be required or assigned to engage in activity in violation of any applicable statute or court order or in violation of a government regulation relating to safety of person or equipment.

Section 3: It is recognized that the department head and the immediate supervisor in each department are responsible for insuring employee compliance with any safety rules and standards. Employees shall be obligated to comply with any safety rules and standards established for the job, and to cooperate with the department head and/or supervisor in order to insure the safe performance of every job.

Section 4: It is the employees' responsibility to keep all licenses, permits, certifications, etc. current and up to date. The employee is responsible for keeping track of expiration dates and ensuring compliance with regulations by having the appropriate credentials.

## **ARTICLE 19** **EMPLOYEES**

**Section 1:** Whenever the term “Employee” appears in this Agreement, it shall be construed to mean persons employed in the classifications or positions included within the bargaining unit described in Article 1, Section 1.

**Section 2:** Employee Categories. When used within this Agreement, the instant terms shall have the following meanings:

- (a) **Regular, Full-Time Employee** shall be defined as those employees who, after successful completion of the probationary period, are employed within an established classification or position in one of the City departments to work thirty-five (35) or more hours each work week on a regularly scheduled basis, and are expected to be available for such work on a regular basis for an indeterminate length of time. Any employee classified as a full-time employee shall not be reclassified as part-time because of a reduction in the hours of work on his job below thirty-five (35) hours per week.
  
- (b) **Regular, Part-Time Employee** shall be defined as those employees who, after successful completion of the probation period, are hired or employed within one (1) or more of the City departments to work less than thirty-five (35) hours each work week whether as a regular or relief employee. Although normally scheduled to work a limited amount each work week, the fact a regular, part-time employee is scheduled to, or actually works, forty (40) or more hours in each work week, whether to fill in for absent full or part-time employees, to fill vacant positions temporarily, or to accommodate the operations of the City, shall not alter the employee’s status, or convert the employee to the status of a regular, full-time employee.
  
- (c) **School Year Employee** shall be defined as those employees who, after successful completion of the probationary period, are hired or employed by the City in positions of School Bus Driver and School Bus Monitor to perform duties during, and related to, the operations of the public school districts within the City of Pekin, during the established school year of those public school districts. The fact a school year employee is offered work during periods of summer school, or when the schools are not in session, shall not alter their status, or convert them to either regular full or part-time employees. However, Part Time School Year Employees shall be considered as part time employees under this agreement and shall be entitled to the same contractual terms and conditions as other part time employees.

**Section 3:** Short Term Employees. The City retains the right to employ short-term employees as defined by the Illinois Public Labor Relations Act to perform any work required, provided such employees are not employed for more than two (2) consecutive quarters in any year. Short-term employees (who may also be referred to as temporary or casual employees) shall not

be entitled to any rights or benefits provided to employees within the bargaining unit under this Agreement, provided that the employment of any short-term employee(s) shall not cause the layoff of any regular full-time, part-time or school year employee.

Section 4: Probationary Period.

- (a) All employees shall be required to serve an initial probationary period of employment with the City of sixty (60) working days following their date of hire. By mutual agreement of the Employer, the Union, and the Employee, this period may be extended an additional thirty (30) working days, provided the entire period shall not exceed one hundred sixty (160) calendar days in this event. During this period, each probationary employee's suitability for employment beyond the probationary period will be evaluated by the City, and the City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal, and no probationary employee or the Union shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full-time, regular part-time, or part time school year employee, for which the employee was hired.
- (b) Where any school year employee is offered a position as a regular full or part-time employee, or a regular part-time employee is offered a position as a regular, full-time employee, or any employee transfers to a different job, the employee shall be employed subject to an evaluation period of thirty (30) working days, during which the employee's suitability for the new position shall be evaluated. In the event the employee is disqualified during the evaluation period provided for in this Article 3, Section 4(b), the employee shall return to his former position.

Section 5: Residency. Residency boundaries for employees covered under this Agreement shall be as follows: within 10 miles of the corporate limits of the City of Pekin. Newly hired employees who do not reside within 10 miles of the corporate limits of the City of Pekin may have up to twelve (12) months from the end of their Probationary Period to establish residency per the Employee Handbook.

Existing employees as of the date of this agreement shall be grandfathered at their current residence. School bus drivers shall be hired from outside these boundaries if necessary.

**ARTICLE 20**  
**PERSONNEL FILES**

Section 1: Inspection. Inspection of employee's personnel file shall be in accordance with the Illinois Personal Records Act, Chapter 48, Section 2000 et. seq.

Section 2: Union Access. An employee who is involved in a current grievance against the employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures incorporated in Section 6.1 of this Article.

Section 3: Employee Rights. If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement to be included in the file as authorized under the Act.

Section 4: The City will endeavor to maintain all personnel files at a central location to the extent as required by the Illinois Personal Records Act, Chapter 48, Section 2000. Further to the extent allowed by the Illinois Personal Records Act, department heads may maintain personnel records on employees under their direct supervision provided that the original records are maintained in the central location; and provided further, that every effort is made to assure the safe keeping and confidentiality of said records.

## **ARTICLE 21**

### **UNION BUSINESS**

Section 1: Inspections. Authorized representatives of the Union shall have access to the City's facilities during regular working hours for the purpose of adjusting grievances, investigating working conditions, and observing operations or conditions under which employees are working. Prior to entering any facility not generally open to the public, the Union representative shall contact the department head or other supervisor in charge in advance to provide notice of entering such facility. The Union representative shall conduct his activity without interference to the operations of the City or the employees.

Section 2: Bulletin Board. The City agrees the Union may install a bulletin board or boards at mutually agreeable locations to provide notice to employees of Union business. Postings by the Union shall be confined to such bulletin board(s), and to official Union business.

Section 3: Grievance Meetings. Where the City is unable to schedule grievance meetings outside an employee's schedule the City agrees to excuse a maximum of one (1) employee (either the Union's steward or the grievant) from duty with pay to participate in the grievance meeting so long as it is able to arrange coverage for the employee's job. Employees requiring such time shall notify their department head of such need in advance. The employee shall not be paid where the grievance meeting is scheduled outside his/her scheduled work hours, and shall only be excused from duty with pay for the period necessary to present the grievance to the City.

Section 4: Contract Negotiations. Up to two (2) employees on the bargaining unit's negotiating team may be excused with pay from work to attend negotiating sessions dealing specifically with that union's contract proposals to the City. These employees will be excused with pay no more than one-half hour before the start of the negotiating session, and must report back to work no later than one-half hour after the end of the session, unless the session continues to one-half hour before the end of the individual's shift. Employees on the negotiating team participating



in negotiations other than during their regularly scheduled working hours shall not be paid by the City for such time.

**ARTICLE 22**  
**SEPARABILITY/SAVINGS CLAUSE**

Section 1: If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**Signed** on behalf of the City of Pekin, Illinois and International Brotherhood of Teamsters, Local Union No. 627.

**CITY OF PEKIN**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF  
AMERICA, LOCAL UNION NO. 627**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Keith Gleason

**ATTEST:**

**ATTEST:**

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

**APPENDIX A**

I. Effective as of May 1, 2017, 2018, and 2019, respectively, the wage rates or bi-weekly salaries of employees employed by the City are as set forth below.

The present hourly wage rates or bi-weekly salaries for existing regular full-time and part-time jobs on the effective date of this Agreement are:

II. Signing bonuses. Members of the bargaining unit shall receive a one-time \$400 signing bonus during the next pay period following execution of this Agreement if they are employed as of the date of issuance. Bargaining Unit members employed as of December 1, 2018, shall receive an additional \$400 payment in their paycheck for that pay period.

III. With respect to the City’s School Bus operations, the following hourly wage rate shall apply during the established school years of the Pekin Public Schools designated:

The wage rates for the 2017-18, 2018-19, 2019-20 school years, shall take effect and apply with the commencement of the first semester of such school years in August 2017, 2018, 2019 respectively, and shall continue in effect until the end of each such school year.

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
<b>Accounts and Finances</b>	1.015	1.015	1.02
Finance Dept. Head Secretary	15.51	15.74	16.06
Accounts Payable Clerk	22.97	23.31	23.78
Accounts Receivable Clerk	22.97	23.31	23.78
Wastewater Billing Clerk II	19.02	19.31	19.69
Wastewater Billing Clerk I (p/t)	13.11	13.31	13.58
Wastewater Secretary	18.64	18.91	19.29
Accounting Clerk (p/t)	13.81	14.02	14.30
Accounting Clerk (f/t)	23.59	23.94	24.42
City Clerk's Secretary (p/t)	11.43	11.60	11.83
Administrative Assistant (p/t)	16.40	16.65	16.98
<b>Public Works Department</b>			
Division Head Secretary	21.51	21.83	22.27
Street Secretary	18.13	18.40	18.77
Mechanic Working Leadman	34.87	35.39	36.10
Mechanic III	29.34	29.78	30.38
Mechanic II	24.18	24.54	25.03
Mechanic Helper	16.48	16.73	17.07
Inventory Control Clerk	22.97	23.31	23.78
<b>Planning Department</b>			
Division Head Secretary	22.11	22.44	22.89
HVAC Inspector (p/t)	29.54	29.98	30.58

Plumbing Inspector	29.54	29.98	30.58
Electrical Inspector (p/t)	29.54	29.98	30.58
Building Inspector	29.54	29.98	30.58
<b>Police Department</b>			
Secretary-Special Services	20.90	21.21	21.64
Code Enforcement	22.65	22.99	23.45
Parking Enforcement			
Meter Attendant (f/t)	21.17	21.49	21.92
Meter Attendant (p/t)	14.14	14.35	14.64
Clerk-Data Entry	19.35	19.64	20.03
<b>Police Records</b>			
Admin Clerk-Legal Asst.	24.93	25.30	25.81
Records Clerk II	21.54	21.86	22.30
Records Clerk I (f/t & p/t)	13.11	13.31	13.58
Receptionist (f/t)	18.12	18.39	18.76
Receptionist (p/t)	13.81	14.02	14.30
Crossing Guard (per day)	26.26	26.65	27.18
<b>Public Lands &amp; Property</b>			
Yard Crew	11.71	11.89	12.13
Custodian I-City Hall	22.21	22.54	22.99
Custodian II-City Hall	20.90	21.21	21.64
Custodian (p/t)	18.98	19.27	19.65
<b>Bus Department</b>			
Division Head Secretary	22.21	22.54	22.99
Secretary	11.86	12.03	12.27
School Bus Driver	16.96	17.22	17.56
School Bus Monitor	14.31	14.53	14.82
Oil & Water (pre-trip) Insp.	18.15	18.42	18.79
City Bus (f/t & p/t)	22.21	22.54	22.99
School Bus Coordinator	28.35	28.77	29.35
College Student	10.79	10.95	11.17

## APPENDIX B

Prior to the start of each school year, at the same time School Bus Routes are bid, School Bus Drivers interested in this additional work will sign the following bid sheets, which will remain in effect from August 15<sup>th</sup> of that School Year through August 14<sup>th</sup> of the following year. There will also be a separate sheet for employees to sign that do not want to be offered a Charter (trip) under any circumstances.

### Charters (Trips)

There shall be two (2) separate lists for Charters (Trips)

1. Weekly / Special Needs
2. Weekend

Note: Charters (trips) that only require the use of a car or a van would first be assigned by seniority and then rotated to those drivers who have a bid route where they drive either a car or van. In the event these drivers are unavailable, then the charter (trip) would be assigned to the Weekly or Weekend list as appropriate.

School Bus Drivers interested in being assigned this additional work may sign any or all of the above referenced lists 1 through 3.

Charters on each of these lists will initially be offered by Seniority, effective August 15<sup>th</sup> of each year of this Agreement.

Once all employees on a particular list have either been offered or have run a charter, then charters shall be offered to that employee on the charter list that has the lowest hours on that list.

If an employee turns down a charter that they were entitled to run, based on seniority or lowest hours as provided above, that employee will be charged with the actual hours turn in for that charter.

When a charter has to be reassigned for any reason, it shall be offered to the next employee on the charter list, initially by seniority and then by lowest hours, as provided above.

If an employee is offered a charter with less than twenty-four (24) hours prior notice and declines the charter, then that employee will not have hours charged against them.

Employees returning to work as a result of being off work due to, layoff, on or off the job illness or injury, leave of absence, or other reason, shall be charged the average hours of employees on each list they are signed to, respectively, if they would have been offered a charter (trip) during the period of absence, had they been working.

After offering Charters to employees on a charter list as provided above, in the event that there are not available drivers or monitors to perform work on a charter list, then said charter or

charts, shall be offered by seniority on a daily basis to school bus drivers not signed to a charter list.

Each Charter list is independent from another for all purposes.

New employees, and employees who sign up for charters aft August 15 of each year, shall be charged the average hours of employees on each list they sign respectively.

Training will be provided for all employees that sign the Special Needs list.

The Charter lists shall be posted daily, and hours updated on a weekly basis, so as to keep employees informed as to their status with respect to their hours.

August 15 of each year, hours shall be zeroed out, and after the initial cycle of charters has been offered by seniority to all employees on a respective charter list, then assignment to charters will be by lowest hours as provided above.

**City of Pekin  
Schedule of Benefits  
Effective 10/1/2017**

Expenses must be eligible under the plan, medically necessary and the most cost-effective medically appropriate care.

Where co insurance is listed it is assumed that deductible is paid first

Category	Description	Where co insurance is listed it is assumed that deductible is paid first		
		In Network	Out of Network	
Preventative Care		You Pay	You Pay	
	Routine Preventive Care office visits	\$0	Not covered	
	Preventive lab and x-ray	\$0	Not covered	
	Pap smear and mammogram	\$0	Not covered	
	Prostate screening	\$0	Not covered	
Physician Services	Routine Immunizations	\$0	Not covered	
	Office visits- evaluation and management services	\$20 co pay - deductible does not apply	30% co insurance	
	Diagnostic procedures and diagnostic therapeutics	20% co insurance	30% co insurance	
	Diagnostic lab	20% co insurance	30% co insurance	
	Quest Lab Card - Voluntary program when submitted through Quest.	0% co insurance -deductible does not apply	30% co insurance	
	Diagnostic imaging	20% co insurance	30% co insurance	
	Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only	0% co insurance	10% co insurance	
Facility Services	Inpatient Hospital Stay - Precertification required	0% co insurance	10% co insurance	
	Inpatient physician and surgeon	20% co insurance	30% co insurance	
	Outpatient - Surgery	0% co insurance	10% co insurance	
	Ambulatory Surgical Facility	0% co insurance	10% co insurance	
	Outpatient Diagnostic lab	20% co insurance	30% co insurance	
	Outpatient Diagnostic x-ray	20% co insurance	30% co insurance	
	Diagnostic imaging -High Tech (CT/PET scans, MRIs)	20% co insurance	30% co insurance	
	Unity Point Peoria- Pekin Facilities - A voluntary program when utilized.	0% co insurance -deductible does not apply	30% co insurance	
	Outpatient Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only	0% co insurance	10% co insurance	
	Emergency Room Services/ includes physicians professional fee	20% co insurance for Emergency Services/in network deductible		
	Other Medical Services	Urgent Care Facility - evaluation and management services	20% co insurance	30% co insurance
		Urgent Care Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only	0% co insurance	10% co insurance
		Emergency Medical Transportation	0% co insurance	10% co insurance
Maternity Services - Delivery and all inpatient services		0% co insurance	10% co insurance	
Maternity Services - Routine Prenatal and Postnatal		\$20 co pay for initial visit/deductible waived	30% co insurance	
Therapy - Outpatient Occupational, Speech, Physical (Rehabilitation and Habilitation)		20% co insurance	30% co insurance	
Outpatient Cancer Treatment - nuclear therapy, radiation therapy, chemotherapy, x-ray and lab procedures for the treatment of cancer. If treatment is in a doctor's office, a \$20 co pay applies for office visit.		0% co insurance	10% co insurance	
Inpatient Rehabilitation Services - Case Management Prior Authorized recommended.		20% co insurance	30% co insurance	
Chiropractic Treatment/Spinal Manipulation - limited to \$1,000 per person per calendar year		20% co insurance	30% co insurance	
Durable Medical Equipment -Case Management Prior Authorized recommended.		20% co insurance	30% co insurance	
Prosthetic - must be medically necessary - Case Management Prior Authorized recommended.		20% co insurance	30% co insurance	
Hospice Care - Case Management Prior Authorized recommended.		20% co insurance	30% co insurance	
Home Health Care -Case Management Prior Authorized recommended..		20% co insurance	30% co insurance	
Skilled Nursing Facility -Case Management Prior Authorized		20% co insurance	30% co insurance	
Organ Transplants - Case Management Prior Authorization is required.		Office Visit and Hospital Care Coinsurance apply as described in the Covered Health Expenses		
Cardiac Rehabilitation Services - Phase I & II only within 6 months of onset with a duration of no more than 3 months.		20% co insurance	30% co insurance	
Injectable Medication when administered in physicians office - Case Management Prior Authorized recommended.		20% co insurance	30% co insurance	
Hearing Aid- maximum benefit \$1,000 per ear, \$2,000 total every 36 months.		0% co insurance		
TMJ - maximum benefit		Not covered	Not covered	
Infertility Services		Not covered	Not covered	
Bariatric Surgery		Not covered	Not covered	
Mental Health, Chemical and Alcohol Dependency		Inpatient Hospital stay - Precertification is required.	0% co insurance	10% co insurance
		Office visits- evaluation and management services	\$20 co pay - deductible does not apply	30% co insurance
		Outpatient	20% co insurance	30% co insurance
Pharmacy		Retail - up to 34 day supply	20% up to \$5/\$10 maximum	Generic/ Brand Not covered
		Retail - up to 90 day supply	20% up to \$10/\$30 maximum	Not covered
	Mail order - up to 90 day supply	20% up to \$10/\$30 maximum	Not covered	
	Specialty Drugs - 30 day maximum supply/out of pocket maximum \$1,000	20% up to \$200		

**Prescription Benefit Program**

Your prescription benefit program:

View Formulary and to Locate a Pharmacy  
Customer Service  
Mail Order

888-301-0747

Ext: 3281

See your ID card and member material

See your ID card and member material

See your ID card and member material

**ATTACHMENT A**

**City of Pekin  
Schedule of Benefits  
Effective 10/1/2017**

Expenses must be eligible under the plan, medically necessary and the most cost-effective medically appropriate care.

Plan Type - PPO		In Network	Out of Network
<b>Deductible per Calendar Year</b>	Individual		\$200
	Family		\$400
	Deductibles must be met before benefits are paid. Where co insurance is listed it is assumed that deductible is paid first. Deductible amounts accumulate for In and Out of Network benefits. All individual deductible amounts will satisfy the family deductible, but no one participant will be required to pay more than the individual deductible amount.		
<b>Out of pocket: maximum per Calendar year</b>	Individual		\$1,000
	Family		\$2,000
	Out of pocket maximum includes: medical co insurance, it does not include medical deductible, office visit copay, prescription drug benefits, hearing aid, and chiropractic benefits coverage. Out of Pocket amounts accumulate for In and Out of Network benefits. All individual out of pocket amounts will satisfy the family out of pocket, but no one participant will be required to pay more than the individual out of pocket amount.		
<b>Lifetime Maximum Benefits</b>		unlimited	unlimited

**Recertification Requirements**

Your plan requires that certain services be precertified. It is your responsibility to call Medical Cost Management (MCM) 888-641-5304 to pre-certify your service or confirm that your service has been precertified, on your behalf, by your medical provider. Failure to obtain precertification for your services will result in monetary penalties or exclusion of coverage. **Services Requiring Precertification include but may not be limited to:** 2 business days advanced precertification for all scheduled inpatient admissions and inpatient surgeries (or as determined by the committee). Urgent/Emergency Inpatient admissions require precertification within 2 business days (or as determined by the committee), following the admission/service. Please refer to your Health Plan for further details.

**Case Management**

Your plan recommends that certain services have Case Management Prior Authorization to assist you with care. Contact the Case Manager at 888-301-0747, extension 3155. **Case Management can provide assistance with the following services:** Durable medical equipment in excess of \$500, IV infusions, injectable medications (i.e. Lovenox, Enbrel, Humira, Avonex, Byetta, etc.) if administered in the doctors office, home health care, chemotherapy, radiation therapy, transplants, skilled nursing and hospice, insulin pump, ostomy supply, artificial eyes, limbs or larynx, and clinical trials. If you or a family member are faced with a complex or long-term health concern such as cancer, diabetes, amputation, organ transplant, kidney failure/dialysis, or any other serious health issue, our Case Management Services can help you with many of your needs. Refer to your Health Plan for full listing or contact us for assistance.

**Network**

This is a PPO Plan which contains a Network Provider Organization based on your location. Please refer to ID card for correct network identification.

First Choice - Methodist	Primary	866-510-2922 or go online to <a href="http://www.unitypoint.org/peoria/ina-a-doctor.aspx">www.unitypoint.org/peoria/ina-a-doctor.aspx</a>
HealthLink OA III	Out side of Primary area	800-624-2356 or go online to <a href="http://www.healthlink.com/lpf_c.asp">www.healthlink.com/lpf_c.asp</a>
PHCS		888-955-7427 or <a href="http://www.groupplansolutions.com">www.groupplansolutions.com</a> ("Member" and "Find A Provider") ED#37086

**Online Tools**

View your claim information securely on line, anywhere, anytime, with Group Plan Solutions at [www.groupplansolutions.com](http://www.groupplansolutions.com)

<b>To find a Provider</b>	<b>To view Claim Information</b>
Go to Member> Select Find a Provider	Go to Member> Select Claim Inquiry.
Click the Find a Provider button	Click the Health Claim/Webecl button.
Please reference your ID card to determine your correct network.	Log in with your user name and password

Still need help? Call us at 888-301-0747

Be sure to check out the other great tools and resources available at [www.groupplansolutions.com](http://www.groupplansolutions.com)

**Contact Numbers**

Group Plan Solutions	888-301-0747	FAX 309-478-2912
Prescription Coverage	888-301-0747	EXT: 2976
Additional ID Cards	888-301-0747	EXT: 3281
Case Management Prior Authorization	888-301-0747	EXT: 3155
Precertification: MCM	888-641-5304	
PPO Network Questions:	888-301-0747	EXT: 2975