

ARTICLES OF AGREEMENT BETWEEN

**CITY OF PEKIN, ILLINOIS
AND**

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

EFFECTIVE MAY 1, 2017 - APRIL 30, 2020

SOLID WASTE DISPOSAL DEPARTMENT

Executed on October 16, 2017

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Attachments: Schedule of Health Care Benefits, Drug and Alcohol Policy, FMLA and USERRA Guidelines

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 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:

WHEREAS, the City deems it to be in the best interests of said City and in the best interests of the employees of said City herein provided for to establish certain other matters pertaining to the employment of those employed in the Solid Waste Disposal Department of the City.

NOW, THEREFORE, IN CONSIDERATION 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-VR-93-2 on or about October 26, 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:

Residential Drivers, Solid Waste Yard Waste Drivers, Recycling Truck Helper/Drivers, and Working Foreman in the Department of Sanitation but shall exclude 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: 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 in accordance with the requirements of the ADA through the Human Resources Office.

Section 6: 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.

Section 7: Harassment. Every bargaining unit employee, the Employer, and non-bargaining unit employees shall accord other 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: Management Rights. Except as provided 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 9: Subcontracting. Where the City subcontract s or transfer s 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 (1) 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 10: Extra Contract Agreements. 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 11: 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, not as basis for any jurisdictional claim to any work.

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 made 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.

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, 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 teaching 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 non-religious 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.

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.

Section 4: 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.

Section 5: 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 6: 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 act 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 7: 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 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 department head. 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.

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 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. 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 documented warning placed in the employee's file shall be for documentation, and a copy shall be presented to the employee, but shall not be considered 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: 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 agreement s entered into in violation of the foregoing provision shall be void and without force and effect.

Section 2: 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: Term. This Agreement shall be in full force and effect from May 1, 2017, to and including April 30, 2020 of the contract for wages and health insurance, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) calendar days prior to the date of expiration.

Section 2: 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 modification shall be in writing and signed by an authorized representative of the City and the Union.

Section 3: Scope. This Agreement shall apply only to the employees of the City of Pekin who are members of Local 627 of the Teamsters Union and working in the Solid Waste Disposal Department of the City of Pekin, Illinois.

ARTICLE 7 **JOB VACANCIES**

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, or employment of a new hire.

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 Personnel Department 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 and application for the vacant position to the Human Resources office 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 2, 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) calendar 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 Solid Waste employee.

In the event that no bargaining unit 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.(Moved from Art 8 Sec 5-c).

Section 4: Utility Person. Permanent Route vacancies shall be posted for bid, and filled by seniority, by those employees in the bargaining unit, before being posted outside the bargaining unit. In the event the Utility Person would be successful in bidding into a job opening in the Solid Waste Department, all seniority accrued while a Utility Person would be carried forward for the purpose of wages, benefits, vacation , holidays, sick leave, personal leave and funeral leave. Accrual of seniority upon transfer into the Solid Waste Disposal Department, for the purpose of hours of work, bidding and lay-off and recall, shall be based solely on the seniority accrued in the Solid Waste Disposal Department, from the initial date of transfer into that department.

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 or regular part-time 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.

In the event of an employee is absent due to sickness or injury which occurred either on or off the job, he/she shall continue to accrue seniority during the period of absence. The City agrees it will continue the employee's health coverage, subject to the employee's payment of the applicable portion of the premium, for the lesser of the employee's seniority at the time the absence began, or eighteen (18) months.

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 City Clerk, a copy mailed to the Union and any employee on layoff, and copies posted at the location where employees report to work. 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 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 unitize 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.
- (b) Thereafter, part-time employees shall be laid off ahead of full-time helper/drivers or drivers, and full-time helper/drivers shall be laid off ahead of full-time drivers,

and full- time drivers shall be laid off in reverse order of their seniority, provided the employee(s) retained possess the skills, qualifications, experience, and ability to perform the jobs or job duties required within their department.

- (c) Employees laid off pursuant to (b) shall be entitled to bump a less senior employee within the same classification (full-time or part-time employee) or, if the employee has previous seniority in a lesser classification (part-time), 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.
- (d) 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) 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) 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, who's 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 the employees on a bi-weekly basis every other Friday. Effective April 1, 2009, all employees will be paid by Direct Deposit.

ARTICLE 10 **RATES OF PAY**

Section 1: The schedule of hourly rates of pay for employees in the Solid Waste Disposal Department during the term of this Agreement shall be as follows:

Hourly Rates

| | 5/1/2017 | 5/1/2018 | 5/1/2019 |
|---|----------|----------|----------|
| Residential, Recycling & Yard Waste | | | |
| 90% Rate | \$23.40 | 23.75 | 24.23 |
| 100% Rate | \$26.00 | 26.39 | 26.92 |
| Working Foreman (\$1.50 more than Driver) | \$27.53 | 27.94 | 28.50 |
| Utility Person | \$17.57 | 17.83 | 18.19 |

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.

New employees hired during the term of this agreement will be paid at the 90% rate for one year. At that time, they will progress to the 100% hourly rate.

When a utility person works for an hour or more in the position of residential or yard waste driver, they shall be paid at the "100%" higher hourly rate.

When performing work under this agreement, the Utility Person will be paid the applicable Solid Waste Driver or Recycling Truck Helper/Driver rate; when performing School Bus work, he/or she will be paid at the Utility Person Rate.

In the event there is to be a new classification of work, the City shall meet with the Union to negotiate the duties and rates of pay for same.

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 100% rate. Where any employee is temporarily assigned to perform a bargaining unit job having a lower wage rate, the employee will be paid their normal hourly wage rate while performing the other job.

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, arranged in five (5) consecutive eight (8) hour days, Monday through Friday, or where applicable four (4) ten (10) hour days, Monday through Thursday or Tuesday through Friday between the hours of 5:00 A.M. and 5:00 P.M. Overtime shall be paid at time and one-half (1-1/2) times the employees applicable rate of pay after eight (8) hours per day (ten where applicable) forty hours per week, and Saturday. There shall be a one (1) hour lunch period or one-half (1/2) hour lunch period without pay, to be scheduled by the department head between the 4th and 6th hour. The starting time shall be 6:30 A.M. and upon mutual agreement the starting time shall be 7 A.M. The change in the starting time from the normally established shift shall be for one (1) week periods only, provided all employee s starting time is the same and provided further week to week changes in the starting time shall be upon the same provisions provided herein.

Section 3: Overtime. Employees covered by this Agreement shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for authorized overtime worked in excess of eight (8) hours per day (ten if applicable) forty (40) hours per week, and Saturday. The department head retains the right to require overtime work by employees when necessary to the efficient conduct of City operations.

Employees working under this Agreement shall be paid double time for any authorized work performed on Sunday.

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 two (2) hours at one and one-half times the applicable wage rate provided by this Agreement. To be entitled to the full two (2) hours pay at one and one-half times the applicable pay rate, the employee must be available for work during the full two (2) hour period.

ARTICLE 12
HOLIDAYS

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

| | | |
|----------------|------------------|------------------------|
| New Year's Day | Memorial Day | Independence Day |
| Labor Day | Thanksgiving Day | Day after Thanksgiving |
| Christmas Day | | |

Where any holiday falls on a Saturday, the holiday shall be observed on Saturday the Saturday it falls on. When the holiday falls on a Sunday, the holiday shall be observed on the Sunday it occurs. On Martin Luther King Jr. Day, Veterans Day, and Presidents Day, the employees shall work on the holiday and receive eight (8) hours holiday pay as well as time and one half pay (1.5) for all hours worked on that holiday.

Section 2: Holiday Pay. Regular full-time employees shall be paid eight (8) hours pay at their regular hourly wage rate for each holiday for which they are eligible to receive pay for the holiday.

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 storms, flood, and other extreme situations), employees scheduled to work on a holiday shall be given at least seven (7) calendar 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 work or pay.

ARTICLE 13
VACATION

Section 1: The following vacation schedule shall apply to regular, full-time employees:

- 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. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.

- 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. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.
- 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. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.
- 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 with pay 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 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 or six) with pay at the employee's regular hourly rate of pay which the employee was eligible for prior to January 1, 1992. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.

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 full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. 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 90 day period beyond December 31.

Where under the vacation schedule in Section 1, an employee would become eligible for an additional week of vacation time because of his/her years of service (i.e. after five years or ten 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.

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 calendar week without the approval of the department head, provided that employees eligible for more than two weeks' vacation time may schedule up to two weeks (10 days) of vacation time for use in periods not less than one day by mutual agreement. Any vacation time not scheduled and used by December 31, shall be paid 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 ninety (90) 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 pro rata vacation which will be computed on the basis of 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 would be eligible to receive that calendar year in the employee's final paycheck.

Section 5: Employees may be authorized by their department heads for paychecks due during vacations before starting on their vacation provided that notice is given to their department head in writing not less than five (5) calendar days prior to the pay date immediately preceding the vacation period.

Section 6: In a week in which a holiday occurs and an employee is on vacation, employees will not be forced to work on the Saturday, or be required to use vacation day for that Saturday

ARTICLE 14

SICK LEAVE

Section 1: Each regular full-time employee shall be granted one (1) day (eight (8) hours) 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, is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of two hundred 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: Sick leave may be used for the purpose of protecting employees from loss of income due to their inability or unavailability to work because of personal illness or injury, or the employee's and/or immediate family member's recuperation from illness, injury, or surgery. Immediate family members shall consist of spouse, sibling mother, father, mother-in-law, father-in-law, children, and grandchildren (adopted, biological or step). Step relatives with the same relationship as above shall also be included

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. The Supervisor or Human Resources may require regular reports from the employee or employee's doctor if an extended illness/injury of more than thirty (30) days exists, as well as a fitness for duty physical prior to return to work. The City requires sick leave to be used concurrently with FMLA when sick leave or other benefit hours are available to the employee.

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.

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> |
|----------------------------|----------------|---|---|
| Employee | \$70.00 | 9.5% of total monthly premium up to \$85.23 | 10.5% of total monthly premium up to \$102.20 |
| Employee and Spouse | \$140.00 | 9.5% of total monthly premium up to \$172.46 | 10.5% of total monthly premium up to \$198.27 |
| Employee and Child | \$110.00 | 9.5% of total monthly premium up to \$112.65 | 10.5% of total monthly premium up to \$135.06 |
| Family | \$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 eighteen (18) 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 twenty-four (24) 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. In order to satisfy staffing requirements, the City may limit the number of employees authorized to use a personal day. Personal days may be used to extend vacation time.

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 Personnel 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. See FMLA and Military Leave under FMLA attachment. Full context of law is available in the Personnel Office.

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 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. The City may agree to assume the full cost of professional training pursuant to 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 Personnel Office 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 "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: Funeral Leave. In the event of the death of a member of the employee's immediate family (spouse, civil union partner, mother, father, mother-in-law, father-in-law, grandparents, grandparents- in-law, children, brother, sister, brother-in-law, sister-in-law or grandchildren, or any relative with whom the employee resides), a regular employee shall be granted up to three (3) days funeral leave with pay. Step relatives with the same relationship as above shall also be included. Employees shall be entitled to two weeks paid bereavement leave in the event of child's death, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

Section 9: Voluntary Layoff. During the months from January 15th to March 15th of said calendar year, one (1) yard waste employee will be allowed to take a voluntary layoff for the entire period referenced above. Said offer shall be offered by seniority to the Yard Waste employees. During the period of voluntary layoff the Yard Waste employee shall be responsible for the payment of their health and welfare benefits.

ARTICLE 17 **GENERAL PROVISIONS**

Section 1: Uniforms. Employees will be required to wear uniforms 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.

Section 2: Physical Examinations. Where the City requires any employee to have any physical examination(s) or test(s), the City shall pay the full cost of the examinations(s) or test(s), including any testing for Sleep Apnea as required by the Medical Practitioner selected by the City 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. Physical exams or tests scheduled by the City during the employee's scheduled work hours shall not result in any loss of pay.

Section 3: Special Licenses. Where an employee is required to have an operator's license or permit it, 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 eighteen (18 month's) after which the employee shall be terminated. All employees are responsible to keep track of expiration dates and to keep their endorsements and licenses current.

Where an employee is required to participate in refresher courses in conjunction with obtaining a school bus permit, the city shall reimburse the employee for the time spent at the refresher course at the employee's current hourly rate of pay.

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.

Section 5: Travel. The department head or the City Manager may approve, for employees in their departments, travel to meetings, site visits, and 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 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 department head 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, excluding any alcoholic beverages. Receipts for meals are required.

3. Mileage costs, limited to the mileage reimburse 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 responsible department head, 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 responsible department head and the Finance Department of the accounting of travel 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 must:

- (a) meet all driver certification and other requirement prescribed by the State of Illinois; it is the employee's responsibility to keep their license, certification and any other requirements current, except as provided in Section 3.
- (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, or as stated in State of Illinois laws and or regulations, while on duty.
- (c) observe 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.

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), 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. 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 the event of a disagreement remedy will be as described in Article 16 Section 8 (d).

Section 9: Rain Gear. The City agrees to furnish rain gear for all City employees and to replace such rain gear once during each calendar year if needed. Prior to such replacement, the employee's existing rain gear should be turned in to his foreman for inspection and verification of the need for replacement.

Section 10: Boot Allowance. The City shall reimburse full time employees covered by this Agreement for the purchase of safety boots and resoling boots every contract year. Reimbursement shall not exceed \$250.00 each fiscal year and is subject to proof of purchase.

Section 11: Shirts. Each full-time employee covered by this Agreement shall be supplied with either 5 safety green short sleeve, 5 long sleeve T-shirts or one safety green hooded sweatshirt and \$150.00 allowance for jeans each contract year. Effective with this agreement, employees shall be required to wear the safety green T-shirts and/or hooded sweatshirts as outlined by state and federal regulations.

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: The City will make available hard hats, face shields, and ear plugs while engaging in tree trimming. Personal Protective Equipment will be provided as necessary and employees will be required to wear said equipment.

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 probationary period, are hired or employed within one 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.

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 or part-time employee.

Section 4: Probationary Period. All employees shall be required to serve an initial probationary period of employment with the City of one-hundred and eighty (180) working days following their date of hire. Said probationary period can be extended two (2) like periods of 30 days each if agreed upon by the City and the Union. 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 or regular part-time employee, for which the employee was hired. (b) Where 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 ninety (90) 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 section, 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 introductory period to establish residency per the Employee Handbook.

Existing employees as of the date of this agreement shall be grandfathered at their current residence

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 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.

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. 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. One (1) employee 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. The employee will be excused with pay no more than one-half (1/2) hour before the start of the negotiating session, and must report back to work no later than one-half (1/2) 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 AND SAVINGS CLAUSE

Section 1: Separability. If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restrain.

[SIGNATURES ON NEXT PAGE]

THIS AGREEMENT shall be binding upon the successors or assigns of the parties hereto.

City of Pekin

By: _____

ATTEST:

By: _____

City Clerk

**International Brotherhood of Teamsters, Chauffeurs,
Warehouseman and Helpers of America, Local Union 627**

By: _____

ATTEST:

By: _____

**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 | In Network | Out of Network | |
|---|---|--|---|------------------|
| Preventative Care | Routine Preventive Care office visits | You Pay \$0 | You Pay Not covered | |
| | Preventive lab and x-ray | \$0 | Not covered | |
| | Pap smear and mammogram | \$0 | Not covered | |
| | Prostate screening | \$0 | Not covered | |
| | Routine Immunizations | \$0 | Not covered | |
| Physician Services | 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 | | |
| | 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 | |
| Facility Services | Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only | 0% co insurance | 10% co insurance | |
| | 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 | | |
| | 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 | |
| Other Medical Services | Emergency Room Services/ includes physicians professional fee | 20% co insurance for Emergency Services/in network deductible | | |
| | 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 | 0% 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 | | Generic/ Brand | | |
| | Retail - up to 34 day supply | 20% up to \$5/\$10 maximum | 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: | | 888-301-0747 | Ext: 3281 | |
| View Formulary and to Locate a Pharmacy | | See your ID card and member material | | |
| Customer Service | | See your ID card and member material | | |
| Mail Order | | 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 |
|--|------------|------------|----------------|
| Deductible per Calendar Year | 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. | | | |
| Out of pocket maximum per Calendar year | 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. | | | |
| Lifetime Maximum Benefits | | unlimited | unlimited |

Precertification 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. Lovenoxx, 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 www.untypoint.org/peoria/fina-a-doctor.aspx |
| HealthLink OA III | Out side of Primary area | 800-624-2356 or go online to www.healthlink.com/pf_c.asp |
| PHCS | | 888-955-7427 or www.groupplansolutions.com ("Member" and "Find A Provider") EDI#37086 |

Online Tools

View your claim information securely on line, anywhere, anytime, with Group Plan Solutions at www.groupplansolutions.com

| | |
|---|---|
| To find a Provider Go to Member> Select Find a Provider Click the Find a Provider button Please reference your ID card to determine your correct network. | To view Claim Information Go to Member> Select Claim Inquiry. Click the Health Claim/Webeci button. 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

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 |

