

ARTICLES OF AGREEMENT BETWEEN

**CITY OF PEKIN, ILLINOIS
AND**

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

EFFECTIVE APRIL 1, 2017 - APRIL 30, 2020

STREET DEPARTMENT

Executed October 16, 2017

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

AGREEMENT

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

WITNESSETH:

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 Street 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: Recognition. The City hereby recognizes the Union as the exclusive bargaining representative for the employees of the Street Department as herein defined for the purpose of collective bargaining relative to rates of pay, wages, hours, and other conditions of employment subject to the provisions of the Illinois Public Labor Relations Act.

Section 2: Americans With Disability Act Compliance. The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him. An employee may request accommodation through the Human Resources department, in compliance with ADA regulations.

Section 3: 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 4: Harassment. Every bargaining unit employee, the Employer, and non-bargaining unit employee shall accord employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work

environment free from unwelcome harassment or discrimination occasioned by race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

Section 5: 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.

ARTICLE 2 CHECKOFF - FAIR SHARE

Section 1: The City agrees to deduct from the employee's pay covered by this Agreement, monthly Union dues and assessments and yearly DRIVE dues. The Union agrees to furnish the City with a list of deductions to be made from the pay of each employee. The City further agrees to deduct from an employee's pay that amount established by the local union in accordance with the Illinois Public Labor Relations Act for fair share for those employees who are not members of the Union. The Union shall furnish to the City a list of the appropriate deductions for such employees, and shall accord those employees those rights provided for by the Illinois Public Labor Relations Act.

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 2, 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) 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 expense of the arbitrator together with the cost of the hearing facilities, if any, shall be shared equally by the parties. Where either party request 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 here to 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. Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include the following:

- A. Oral Documented Warning
- B. Written Warning
- C. Suspension without pay

D. Discharge

Before an employee can be suspended under provisions of this Section 1, the employee must have received at least one (1) warning notice for the offense for which he is being subject to suspension, and the employee shall be subject to suspension only after the progression set forth in this Section has been complied with. Before an employee can be discharged under the provisions of this Section 1, the employee shall have had to be progressively disciplined under this Section 1 for that offense for which he is be subject to discharge: unless the discharge is pursuant to Section 3 herein.

Section 2: Just Cause. Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

Section 3: Limitation. The requirement to use progressive disciplinary action does not prohibit the Employer the use of summary discharge or suspension upon any of the following grounds, when such charges are proven:

- A. Dishonesty
- B. Drunkenness or drinking of intoxicating liquors while on duty
- C. Absence without leave or reasonable excuse in excess of three (3) days
- D. Willful destruction of property
- E. Willful violation of reasonable City rules
- F. Insubordination
- G. Fighting on the job

Both the Employee and the Union shall be notified of disciplinary action. Such notice shall be in writing and reflect the specific nature of offense.

Section 4: Use of Prior Warnings. Any notation of an oral warning placed in employee's file shall be for documentation only and shall not be considered to be a "written warning" with respect to progressive discipline. Any written warning or suspension in the employee's file shall not be considered in imposing disciplinary action for a current offense when more than twelve (12) months have elapsed from written warning or suspension.

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 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 underlining the Union. The foregoing shall not be interpreted as an assignment of any work to any union. or as a basis for any jurisdictional claim to any work.

ARTICLE 6

SCOPE AND TERM OF AGREEMENT

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

Section 2: Modification. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least sixty (60) calendar days prior to April 30, 2020 or April 30 of any subsequent year, that such party desires to revise terms or conditions of the Agreement.

Section 3: 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 Street Department of the City of Pekin, Illinois.

ARTICLE 7

JOB VACANCY

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 in the vacant position to the department head where the vacant job exists within ten (10) calendar days of the date of posting shown on the notice.

Section 3: Filling Vacancies. Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training. Experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the

employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 19, Section 1 of this Agreement.

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

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

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

ARTICLE 8 **SENIORITY**

Section 1: Seniority rights for employees shall prevail in all instances except where otherwise provided in this Agreement. In the event of a layoff, the last person hired shall be laid off first: and when the force is again increased, the persons are to be returned to work in the reverse order in which they are laid off; provided, however, the foreman shall be excluded therefrom and not affected thereby. Daily work assignments shall be by seniority subject to operational needs. Departure from seniority of daily work assignments due to operational needs shall not be for arbitrary or capricious reasons.

Seniority shall prevail on higher classifications providing the ability to perform the available work is equal. This shall not be construed to mean the City has the right to say the employee's ability to perform the work is unequal unless they have given the employee a seven-day trial period to prove his ability.

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
- (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: No provision under this Article 8 shall be construed to apply to seniority rights upon a vacancy occurring in the position of foreman: and such position may be filled by the City without any reference to seniority rights, provided that it is filled from within the employees covered by this Agreement.

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. Transferring outside of this bargaining unit to another bargaining unit, or 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.

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 new 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 Street Department during the term of this Agreement shall be as follows:

	5/1/2017	5/1/2018	5/1/2019
Working Leadman	31.23	31.70	32.33
Maintenance Worker			
90% rate	26.74	27.14	27.68
100% rate	29.71	30.16	30.76
Students	9.80	9.80	9.80

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 from date of hire.

Students may be employed as part-time help at the above rate per hour but only when such employment does not take the place of a full-time employee on layoff. Students shall not obtain seniority or any rights under this Agreement. Students will not be allowed to operate anything over a 1-ton pickup or pull attachments.

In the event there is to be a new classification of work, the City shall meet with the Union to negotiate the duties and rate of pay for same. In the event the City acquires a new type of equipment, not presently operated by the City, the parties to this Agreement shall meet for the purpose of negotiating rates of pay and conditions for the operation of such equipment. Also subject to negotiation shall be the required number of employees to operate such new equipment.

Prior to storm debris clean up being offered to employees outside this agreement, work will be offered to street department employees first.

ARTICLE 11
HOURS OF WORK, OVERTIME, CALL-INS

Section 1: Work Day and Work Week. Eight (8) hours shall constitute a day's work (where applicable in this Article, ten (10) hours shall constitute a day's work). All work performed after eight (8) hours shall be paid at one and one half (1 1/2) times the employee's hourly rate of pay, where applicable, after ten (10) hours shall be paid at one and one-half (1 1/2) times the employee's hourly rate of pay. During seal coating and/or crack sealing activities and upon the mutual agreement of both parties, personnel may come in advance of the remainder of the crew for the purpose of starting up equipment specific to those tasks.

Section 2: Dispatch of Call-Ins shall be by the Superintendent or his designee. Compensation for call-ins before or after working hours shall be paid for a minimum of two (2) hours at one and one-half (1 1/2) times, except that, if the employee actually works longer than two (2) hours, the overtime worked after said two (2) hours shall be at one and one half (1 1/2) times the employee's normal base hourly rate. If the employee actually works longer than two (2) hours, all call-in hours shall be paid at one and one-half (1 1/2) times the employee's normal base hourly rate.

Section 3: At any time an overtime rate is computed under any provisions of this Agreement, said overtime pay shall be based on one and one-half (1 1/2) times the employee's hourly rate as determined in Article 10 hereof. No casual employee shall be permitted to work daily or weekly overtime until all regular employees have been afforded the opportunity to work said overtime. Failure upon the City's part to comply will result in the payment of overtime to the regular employee in the amount worked by the casual employee.

Section 4: The work week shall be arranged in five (5) consecutive days, Monday through Friday, 6:30 A.M. to 3:00 P.M.: and work performed after forty (40) hours per week shall be paid at one and one-half (1 1/2) times the employee's hourly rate of pay as aforesaid, except as provided in Section 7 of this Article.

Section 5: Call-in and overtime (including the sewer machine) shall be starting with the senior employee. In the event an employee is not available for such overtime, he shall be bypassed until the rotation of the list is completed before he shall be entitled to the next available overtime. In the event an employee is bypassed in error, the employee shall be paid two (2) hours at time and one-half (1 1/2) for the missed call. The leadman will not be called in out of rotation unless it is commensurate with his leadman duties.

Section 6: In the event the employee assigned to the call-in require additional help, the next employee on the rotation list shall be called in and shall notify the dispatcher at the end of the call-in of the additional employee requirement. The rotation list shall include call-ins at all times and all overtime, including holidays.

Section 7: Upon one week's notice and upon mutual agreement between the City and the Union (Employees will be decided by majority's vote), the City may change the work week to be arranged in four (4) consecutive 10 hour days scheduling all employees Monday through

Thursday or ½ of the employees Monday through Thursday and ½ of the employee Tuesday through Friday. (In such event selection of shift shall be determined by seniority). In the event the parties agree to a 4 - 10 hour day schedule, then 10 hours shall constitute a day's work. Monday through Thursday or, if applicable, Monday through Thursday and Tuesday through Friday with all hours worked after 10 hours per day paid at 1 1/2 times the hourly rate of pay, all hours after 40 hours per week will be paid 1 1/2 times, all hours worked outside of an employee's work week shall be paid at 1 1/2 times. Sick leave, vacation time, and funeral leave when taken during a week when 4 - 10 hours worked shall be paid at 10 hours not 8 hours.

Section 8: Lunch Period. All employees required to work through their designated lunch period shall be paid time and one-half for the lunch period. Street Department lunch periods shall be from 11:30 a.m. to 12:00 noon.

Section 9: Breaks. Full-time employees will be permitted two (2) fifteen (15) minute break periods each regularly scheduled work day, one during the first four (4) hours, and a second during the second four (4) hours. Break periods shall be arranged by the department head in a manner most compatible with departmental operations and the break periods shall be taken where the employee is working, or include any travel time and may not be extended beyond the fifteen (15) minutes allotted.

ARTICLE 12 **HOLIDAYS**

Section 1: The following days shall be recognized as paid holidays when not worked, and each employee shall be paid eight (8) hours holiday pay. Student s shall not be entitled to any paid holidays.

New Year's Day	Martin Luther King Jr. Day	Presidents' Day
Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day		

All work performed on the above mentioned holidays shall be paid for at the rate of two (2) times the regular rate, with a minimum of eight (8) hours at double time, or sixteen (16) hours, in addition to holiday pay. Holidays falling on Saturday shall be observed on Friday and Holidays falling on Sunday shall be observed on Monday, however; due to the date of Observance not being the actual Holiday, call-outs would be paid in accordance with Article 11, Section 2. Should a callout occur to the same individual within the initial eight (8) hour call in period, there shall be no additional compensation. Any additional callouts are paid at double time actual hour worked. In the event the Employer requires an employee or employees to work on a holiday, they shall give the employees one week's notice, except in the case of an emergency.

For J.U.L.I.E. call-outs on the actual holiday, employees shall be paid two (2) times the regular hourly rate, with a minimum of five (5) hours at double time or ten (10) hours, in addition

to holiday pay. For J.U.L.I.E. callouts on the date of Observance that is not the actual Holiday, pay shall be in accordance with the call out provisions of Article 11, Section 2.

ARTICLE 13 **VACATIONS**

Section 1: Vacation. 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.
- B. Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour.
- C. Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour.
- D. Prior to March 31, 2014, employees who have completed fifteen (15) years of continuous service, on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation with pay at the employee's regular rate per hour.

In the event there is work to be performed on Saturday or Sunday, the employee may work in line of his seniority at his own discretion.

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. Where under the vacation schedule, 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 calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, the additional vacation time shall be extended for a ninety (90) day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority. 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 provided employees are not denied vacation for arbitrary or capricious reasons. Further employees scheduling a weeks' vacation shall give at least one weeks' notice in writing, and for vacations of less than one (1) weeks duration forty-eight (48) hours' notice shall be given. Said notice is for the purpose of scheduling and isn't used to deny vacation. The City agrees to permit more than one employee to be on vacation at a time during the specified period provided it does not interfere with the efficient operation of the City. During the months of December and January at least one employee will be allowed off at a time for vacation. However, provided that the notice provisions as described herein are adhered to, two (2) employees will be allowed off at a time in December and January. Vacation time requested without the appropriate notice may only be taken upon mutual agreement between the employee and the department head. 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 (2) week's vacation time may schedule their third week in one (1) day increments and the fourth week in one-half (1 1/2) day increments. If mutually agreed between the employee and the department head, employees may take more of their vacation in increments than allowed above. 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: In determining the amount to be paid for said vacation pay, a normal forty (40) hours pay computed on the amount paid to the employee under Article 6 of this Agreement shall be used. The hourly rate of the employee's normal classification shall be used.

Employees who have worked less than fifty-two (52) weeks in the previous year will receive pro rata vacation payments 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. The employee may elect to have this amount deposited into an insurance premium account to pay City of Pekin group health insurance premiums after retirement until the account is diminished; such account shall not bear interest and shall expire upon depletion.

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

ARTICLE 14 **SICK LEAVE**

Section 1: Effective July 1, 1983, an active full-time employee shall be entitled to sick leave based on the past and future years of employment as hereafter set forth:

- (1) During the first year of employment, ten (10) days sick leave.
- (2) During the second year of employment, twelve (12) days sick leave.
- (3) During the third year of employment, fourteen (14) days sick leave.
- (4) During the fourth year of employment, fifteen (15) days sick leave.

Effective April 1, 2005, each new regular full-time employee, shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of twelve (12) days per year, to be used wherever the employee, by reason of any injury or illness not arising out of his/her employment, is unable to work when scheduled.

Any sick leave which is unused during the twelve (12) month period may be accumulated by an employee provided that the maximum accumulated days do not exceed two hundred forty (240). It is further understood that any such days are accumulated at a no-pay status. That is, the employee shall not be compensated for same.

Section 2: Sick leave may be used for non-job-related injury or illness and shall not at any time be used for any injury or illness for which Workmen's Compensation benefits may be payable. Sick leave may be used for the purpose of protecting employees from loss of income due to their unavailability /inability 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, civil union partner, mother, father, mother-in-law, father-in-law, children, sibling and grandchildren (adopted, biological or step). Step relatives with the same relationship as above shall also be included. Family Medical Leave Act rules and regulations are applied to all extended leaves due to illness of the employee or dependents.

In the event an employee initially uses sick days and subsequently, as a result of the illness or injury receives Workman's Compensation benefits for those days, then in such event the employee shall pay back to the City all pay he or she received during such period: and he or she shall be re-credited with the sick days.

An employee who is receiving Workman's Compensation benefits shall not receive any pay from the City during that period, it being expressly understood that his or her pay shall cease immediately at the time the employee begins to receive Workman's Compensation benefits.

Section 3: It shall be compulsory for an employee who is off sick for three (3) days or more to present a doctor's certificate upon his return to work in order to be entitled to sick leave

benefits. Any employee falsifying sickness in order to take advantage of sick leave shall be subject to discharge.

Section 4: Upon retirement under IMRF, up to a maximum of 240 sick days (1,920 hours) can be used to extend IMRF service credit for up to one (1) 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 the depletion of 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 her 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, the same as in effect the first 3 years of this agreement. 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: When any part of the City's operation is either sold, transferred or subcontracted, those employees affected shall be entitled to one (1) week severance pay for each year of employment with the City at forty (40) hours pay for each week at the applicable hourly rate.

Section 2: Family and Military Leave. See FMLA and Military Leave under FMLA attachment. Full context of law is available in the Personnel Office.

Section 3: Educational Leave. An employee interested in further professional training may obtain an educational leave without pay for up to 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 the City Manager and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted educational leave shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled. The employee shall retain his seniority during the educational leave, but shall not accrue any economic benefits under this Agreement during the leave period.

Section 4: Educational Time Off/Tuition Reimbursement. An employee may apply for, and the responsible department head or the 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 per the City of Pekin Tuition Reimbursement Policy. The City may agree to assume the full the cost of professional training pursuant to the City's Tuition Reimbursement Program

Section 5: 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 which 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 6: Personal Time. Each regular employee shall be allowed twenty-four (24) hours per calendar year with pay that can be used in conjunction with vacation time.

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.

ARTICLE 17 **GENERAL PROVISIONS**

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

Section 2: Physical Examinations. Where the City requires any employee to have any physical examination(s) or test(s), including any testing for Sleep Apnea as required by the Medical Practitioner selected by the City, the City shall pay the full cost of the examinations(s) or test(s) when conducted by a medical practitioner selected by the City. Where the employee is granted the option to utilize his/her personal physician, the City will reimburse the employee up to the amount it would pay if the exam(s) or test(s) were done by the City's medical practitioner. 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, 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) months, after which the employee shall be terminated. It is solely the employee's responsibility to keep any license or permit current.

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, 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, according to current IRS per diem rates 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 required; 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 expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department. If account is not reconciled within 30 days, the employee may be required to reimburse the City for any and all expenses.

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;
- (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 regulations for commercial driver's license, 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) 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 \Vere 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 of boots every contract year. Reimbursement shall not exceed 250.00 each year and is subject to proof of purchase.

Section 11: Safety Equipment. Each full time employee covered by this Agreement shall be supplied with either 5 safety T-shirts or one safety hooded sweatshirt each contract year. Effective with this agreement, employee shall be required to wear the safety T-shirts and/or hooded sweatshirts as outlined by state/federal regulations. The City shall make available hard hats, face shields and ear plugs and other PPEs while engaging tasks requiring such equipment and employee shall wear the equipment provided at all times deemed necessary for safety.

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.

ARTICLE 19 **EMPLOYEES**

Section 1: Probationary Period. All employees shall be required to serve an initial probationary period of employment with the City of sixty working days following their date of hire. By mutual agreement of the Employer, the Union, and the employee, this period may be extended an additional thirty (30) working days. The City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for

dismissal, and no probationary employee or the Union shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full time, regular part-time employee, for which the employee was hired.

Section 2: 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**

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

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

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

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

ARTICLE 21 **UNION BUSINESS**

Section 1: Inspections. Authorized representatives of the Union shall have access to the City's facilities during regular working hour 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. Up to two (2) employees on the bargaining unit's negotiating team may be excused with pay from work to attend negotiating sessions dealing specifically with that union's contract proposals to the City. These employees will be excused with pay no more than one-half hour before the start of the negotiating session and must report back to work no later than one-half hour after the end of the session, unless the session continues to one-half hour before the end of the individual's shift. Employees on the negotiating team participating in negotiations other than during their regularly scheduled working hours shall not be paid by the City for such time.

ARTICLE 22

SEPARABILITY 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: Savings. 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 restraint.

ARTICLE 23

SALE OF ASSETS

Section 1: Subcontracting. Whereas the City subcontracts or transfers work currently being performed by regular full or part-time employees, thereby eliminating the job(s) or position(s) held, the City will attempt to reassign affected employees to other vacant jobs within

the bargaining unit for which they are qualified, or to place the affected employee(s) with the entity agreeing with the City to perform the subcontracted work. Where neither of these options occurs, the employee shall be placed on layoff subject to recall, or placed on terminal leave and provided one (1) week's pay for each year of service at the affected employee's normal weekly non-overtime earnings, in order to search for alternative employment prior to termination. It is understood that subcontracting or transferring work is subject to the prevailing rate. 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.

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: _____

ATTACHMENT - LETTER OF UNDERSTANDING

It is hereby mutually agreed between the Parties signed hereto, to adopt the following policy for the City of Pekin Street Department and qualified Solid Waste, Wastewater and General Unit employees.

1) The attached shall show the schedule of rotation to be used for Street Department and Yard Waste Department employees, subject to the following conditions:

A. The eight (8) designated route shifts (i .e. sixteen (16) hours versus twelve (12) hours) will be rotated by the Street Department employees each major snow occurrence, so as to give all employees an equal opportunity for overtime hours of work.

B. When employees are transferred from the Solid Waste, Wastewater, and General Unit employees to perform work under this policy, any Street Department employees being paid an hourly rate, which is less than the highest hourly rate paid to transferred Yard Waste employees, shall be paid at that higher hourly rate for all hours involved in said snow removal occurrence.

2) Employees normal shift hours will not be affected or reduced by this policy and further:

A. Normal scheduled hours of work not involving snow removal will not be considered as hours calculated in the twelve (12) or sixteen (16) hour rotation. Employees will be given four (4) hours off between shifts and shall strive for 6 hours.

B. All hours spent on snow removal outside of the normally scheduled workday shall be paid at the applicable overtime rate as provided in the employee's respective Collective Bargaining Agreement. Employees will be given at least four (4) hours off between shifts and will strive for eight (8) hours between shifts.

C. Selection of rotation starting times (in shifts) pursuant to this policy shall be by seniority.

This policy is intended to allow employees time off duty to rest during major snow removal efforts.

However, it is understood that due to the uncertainty of weather, the City, in its discretion, may decide not to use such policy and handle snow removal as has been past practice with City of Pekin Street Department employees.

This Letter of Understanding remains in effect through the term of this agreement unless it is abused.

Should such abuse occur, upon the mutual agreement of both parties, said Letter of Understanding may be _____ by either party within seven (7) days' written notice.

City of Pekin, Illinois

By _____

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

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

Prescription Benefit Program

Your prescription benefit program:

View Formulary and to Locate a Pharmacy
Customer Service
Mail Order

888-301-0747

Ext: 3281

See your ID card and member material

See your ID card and member material

See your ID card and member material

ATTACHMENT A

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

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

Plan Type - PPO		In Network	Out of Network
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

Recertification Requirements

Your plan requires that certain services be precertified. It is your responsibility to call Medical Cost Management (MCM) 888-641-5304 to pre-certify your service or confirm that your service has been precertified, on your behalf, by your medical provider.

Failure to obtain precertification for your services will result in monetary penalties or exclusion of coverage.

Services Requiring Precertification include but may not be limited to:

2 business days advanced precertification for all scheduled inpatient admissions and inpatient surgeries (or as determined by the committee).

Urgent/Emergency Inpatient admissions require precertification within 2 business days (or as determined by the committee).

following the admission/service.

Please refer to your Health Plan for further details.

Case Management

Your plan recommends that certain services have Case Management Prior Authorization to assist you with care.

Contact the Case Manager at 888-301-0747, extension 3155

Case Management can provide assistance with the following services:

Durable medical equipment in excess of \$500, IV infusions, injectable medications (i.e. Lovenox, Enbrel, Humira, Avonex, Byetta, etc.) if administered in the doctors office, home health care, chemotherapy, radiation therapy, transplants, skilled nursing and hospice, insulin pump, ostomy supply, artificial eyes, limbs or larynx, and clinical trials.

If you or a family member are faced with a complex or long-term health concern such as cancer, diabetes, amputation, organ transplant, kidney failure/dialysis, or any other serious health issue, our Case Management Services can help you with many of your needs.

Refer to your Health Plan for full listing or contact us for assistance.

Network

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

First Choice - Methodist	Primary	866-510-2922 or go online to www.unitypoint.org/peoria/ina-a-doctor.aspx
HealthLink OA III	Out side of Primary area	800-624-2356 or go online to www.healthlink.com/lpf_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/Webecl 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