

Final (7/20/2009)

ARTICLES OF AGREEMENT BETWEEN
CITY OF PEKIN, ILLINOIS
AND
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627
EFFECTIVE APRIL 1, 2009 - MARCH 31, 2014
STREET DEPARTMENT

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Attachments: Drug Policy, FMLA notice, USERRA notice, & Snow Removal Letter of Understanding

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of August, 2009, 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.

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 employee 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 occasioned by race, sex, national origin, religion, age or disability.

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) 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) 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) 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) 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) 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) 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

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include the following:

- A. Oral 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 been 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 ex use 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 in sing any disciplinary action. 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 agreements 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, or 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 April 1, 2009, to and including March 31, 2014, with a re-opener for the 4th and 5th years 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) days prior to the date of expiration. Upon sixty (60) days written notice, prior to the third and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of the Wages (Article 10 Section 1) and Health and Welfare Rates and Co-pay (Article 15 Section 1) only. In the event the parties are unable able to reach agreement, upon the conclusion of said sixty (60) days, then either party reserves it lawful right to support its demands, including the Unions' right to strike, and the employers' right to lockout, as provided under applicable law, and the no strike, no lockout provisions provided elsewhere in this agreement would not be in effect.

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) days prior to March 31, 2014, or March 31 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 interested in being considered may submit a statement of interest in the vacant position to the department head where the vacant job exists, within ten (10) 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.

All employees shall be required to serve an initial probationary period of employment with the City of sixty (60) working days following their date of hire. By mutual agreement of the Employer, the Union, and the employee, this period may be extended an additional thirty (30) working days.

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 three years.

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:

	<i>Hourly Rates</i>				
	<i>4-01-09</i>	<i>4-1-10</i>	<i>4-1-11</i>	<i>4-1-12</i>	<i>04-01-13</i>
Working Foreman	\$25.59	\$26.31	\$26.93	(4 th & 5 th year re-open)	
Maintenance Worker					
(90% rate)	\$21.78	\$22.43	\$23.00	(4 th & 5 th year re-open)	
(100% rate)	\$24.09	\$24.81	\$25.43	(4 th & 5 th year re-open)	
Students	\$9.50	\$9.50	\$9.50		

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 rates 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 negotiations 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 ½) times the employee's hourly rate of pay, where applicable, after ten (10) hours shall be paid at one and on-half (1 ½) 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: 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 ½) 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 ½) 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 ½) 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 ½) 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, 7:00 A.M. to 3:30 P.M.; and, work performed after forty (40) hours per week shall be paid at one and one-half (1 ½) times the employee's hourly rate of pay as aforesaid, except as provided in Section 7 of this Article.

Section 5: Call-ins 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 ½) for the missed call. **The foreman will not be called in out of rotation unless it is commensurate with his foreman duties.**

Section 6: In the event the employee assigned to the call-in requires 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 requirements. 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 decided by majority 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 employees 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 ½ times the hourly rate of pay, all hours after 40 hours per

week will be paid 1 ½ times, all hours worked outside of an employee's work week shall be paid at 1 ½ 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: Upon mutual agreement (majority vote of the full-time bargaining unit employees), during the months of June – August, the starting time for the entire bargaining unit can be changed to as early as **6:30 A.M.** provided however, forty eight (48) hours notice is given and the change in starting time is in one (1) week increments.

Section 9: 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 12:00 Noon to **12:30 p.m.**

Section 10: 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. Students shall not be entitled to any paid holidays.

New Year's Day
Veteran's Day
Independence Day
Memorial Day

Thanksgiving Day
Friday after Thanksgiving Day
Labor Day
President's Day

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. 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, 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.

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.**
- E. Regular, full-time employees who, prior to April 1, 1993, 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 April 1, 1993.

In the event there is work to be performed on Saturday, 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 will 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 (1/2) 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) 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: For those employees who had accumulated sick time prior to July 1, 1983, they shall retain the amount they had so accumulated up to a maximum of **240** days. In the event any employee needs to use sick days beyond his or her yearly allotment, then he or she shall next use any sick days accumulated prior to July 1, 1983. After an employee has used all such days, he then may use any of the days accumulated after July 1, 1983. All sick leave days accumulated shall be at a no-pay status, as specified in Section 1.

Section 3: Sick leave may be used for non-job-related injury or illness and shall not at any time be used for any injury of 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, mother, father, mother-in-law, father-in-law, children, and grandchildren (adopted, biological or step).**

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 4: 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 5: Upon IMRF retirement, up to a maximum of 240 sick days (1,920 hours) can be used to pay for City of Pekin group health insurance premiums and/or extend IMRF service credit for up to one (1) year. An employee's sick time balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account. Such account shall not bear interest and shall expire upon depletion of the sick leave value placed therein. The value of this computation can be used exclusively to pay for City of Pekin group health insurance premiums; it can be used to extend IMRF service time for up to one year, or it can be used in any combination of the two options, as long as the total hours used does not exceed 240 days, or 1,920 hours. Upon the death of a retiree 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 until 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--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 Effective October 1, 2009, the employer shall contribute (1) One Hundred Two Dollars and Sixty Cents (\$102.60) per week for member only or (2) One Hundred Thirty-eight Dollars (\$138.00) per week for member plus one child or (3) Two Hundred Fourteen Dollars and Seventy Cents (\$214.70) per week for member plus spouse or (4) Two Hundred Seventy-nine Dollars and Thirty Cents (\$279.30) for family to the Central States Southeast and Southwest Areas Health and Welfare Fund, Plan C-6, for each full time employee covered by this agreement even though such full time employee may only work part time under the provisions of this agreement. Contributions shall be made weekly on each full time employee for all weeks the employee is in the employ of the employer including weeks of vacation, any weeks where employee is receiving any type of compensation from the employer and for periods of layoff.

Effective October 1, 2010 the weekly rates shall be increased as follows: (1) One Hundred Eight Dollars and Sixty Cents (\$108.60) per week for member only or (2) One Hundred Forty-six Dollars and Thirty Cents (\$146.30) per week for member plus one child or (3) Two Hundred Twenty-seven Dollars and Ninety Cents (\$227.90) per week for member plus spouse or (4) Two Hundred Ninety-six Dollars and Seventy Cents (\$296.70) for family.

Effective October 1, 2011 the weekly rates shall not exceed (1) One Hundred Twenty-one Dollars and Sixty Cents (\$121.60) per week for member only or (2) One Hundred Sixty-three Dollars and Ninety Cents (\$163.90) per week for member plus one child or (3) Two Hundred Fifty-five Dollars and Twenty Cents (\$255.20) per week for member plus spouse or (4) Three Hundred Thirty-two Dollars and Thirty Cents (\$332.30) per week for family.

Effective upon October 1, 2009, the City shall provide a prescription supplemental plan that will pay the difference between the coverage of the Central States Prescription Plan and the City's current prescription plan.

Rx 75% retail; 80% mail order mandatory generic, if available or pay difference, Max co-pay \$200 CVS supplemented by \$10/\$20/\$35 formulary plan

Employee Participation	Current	10/1/09	10/1/10	10/1/11	10/1/12 & 10/1/13
Employee Only	0	10	20	30	Re-Opener Language
Employee/Child	50	65	80	95	Re-Opener Language
Employee/Spouse	50	65	80	95	Re-Opener Language
Family	50	70	90	110	Re-Opener Language

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 after March 31, 1993, 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, except as provided in the attached Agreement regarding City of Pekin Health Care Plan. Any retiree (after April 1, 2009) shall be able to continue insurance in 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 36 months.

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: Unpaid Leave Any regular full or part-time employee may request a leave of absence without pay for a period up to six (6) months by submitting the request in writing to the head of the department where the employee works, with copies to the Mayor's Office and to the local union. Any requested leave of absence shall be subject to the approval of the department head and the Mayor, who may approve or disapprove the request on the basis of the operating requirements of the department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the department head and the Mayor, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted a leave of absence shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled, and may retain seniority during such leave of absence, but shall not accrue any benefits during the absence. Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

Section 4: 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 5: 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. The City may agree to assume the full the cost of professional training, or to reimburse the employee for educational tuition only, upon completion of the classes or training with a grade of C or better, provided the expenses have been previously approved and budgeted. (Where no grade is given for the class or training, the instructor must certify that the employee has satisfactorily completed the course to be reimbursed.) Approvals of leave and/or reimbursement hereunder, shall be done in a non-discriminatory manner, subject to the availability of budgeted funds and/or work requirements in the department.

Section 6: Funeral Leave In the event of the death of a member of the employee's immediate family (spouse, 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.

Section 7: Personal Time Each regular employee shall be allowed sixteen (16) hours per year with pay that can be used in conjunction with vacation time.

Section 8: 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 thirty-six (36) 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); 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.

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, but limited to \$40.00 per day, outside Chicago, and \$50.00 per day, inside Chicago, 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 expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department.

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 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.

The employee has the right to grieve this ruling.

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 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.

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 every contract year. Reimbursement shall not exceed **\$200.00** each 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 T-shirts or one safety green hooded sweatshirt 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, 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.

ARTICLE 19

EMPLOYEES

Section 1: Probationary Period All employees shall be required to serve an initial probationary period of employment with the City of 60 days following their date of hire. 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, or 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:

Existing (hired prior to April 1, 2005) employees shall live within the following boundary: Interstate 474 (north), Springfield Road (east), Townline Road (south), and Manito Blacktop north from Townline Road to the Illinois River (west).

The southerly boundary shall be extended approximately 3 miles south, but for those employees living in this extended area; their call-in time begins when they report to the Street Department garage.

New employees (hired after April 1, 2005) shall live within the Pekin City limits.

ARTICLE 20

PERSONNEL

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

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

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

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

ARTICLE 21

UNION BUSINESS

Section 1: Inspections Authorized representatives of the Union shall have access to the City's facilities during regular working hours for the purpose of adjusting grievances, investigating working conditions, and observing operations or conditions under which employees are working. Prior to entering any facility not generally

open to the public, the Union representative shall contact the department head or other supervisor in charge in advance to provide notice of entering such facility. The Union representative shall conduct his activity without interference to the operations of the City or the employees.

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

Section 3: Grievance Meetings Where the City is unable to schedule grievance meetings outside an employee's schedule; the City agrees to excuse a maximum of one (1) employee (either the Union's steward or the grievant) from duty with pay to participate in the grievance meeting so long as it is able to arrange coverage for the employee's job. 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: 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 Where the City subcontracts or transfers work currently being performed by regular full or part-time employees, thereby eliminating the job(s) or position(s) held, the City will attempt to reassign affected employees to other vacant jobs within the bargaining unit for which they are qualified, or to place the affected employee(s) with the entity agreeing with the City to perform the subcontracted work. Where neither of these options occurs, the employee shall be placed on layoff subject to recall, or placed on terminal leave and provided one (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

Mayor

ATTEST:

By

City Clerk

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

By

ATTEST:

By

ATTACHMENT D - 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 chart shows 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:

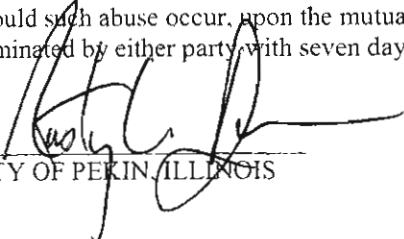
A. Normal scheduled hours of work not involving snow removal will not be considered as hours calculated in the twelve (12) or sixteen (16) hour rotation. Employees will be given four (4) hours off between shifts and shall strive for 6 hours.

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.

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 terminated by either party with seven days written notice.


CITY OF PEKIN, ILLINOIS


TEAMSTERS LOCAL UNION NO. 627

CITY OF PEKIN PERSONNEL POLICY

It is hereby agreed between the parties, the City of Pekin and Teamsters Local Union No. 627, that the following represents the parties understanding with respect to the application of the City of Pekin Personnel Policy to those employees working in the Solid Waste Disposal Department covered under the collective bargaining agreement between the above referenced parties for Solid Waste Disposal Department employees.

It is further agreed between the parties hereto that any disagreement as to the application or interpretation of the Personnel Policy would be subject to the Grievance and Arbitration Procedure of the collective bargaining agreement.

SECTION I. PURPOSES AND OBJECTIVES

Would apply however D. is not intended to limit anyone's rights with respect to collective bargaining but is intended, however, to identify a goal set by the City Council.

SECTION II. ACQUISITION

Would apply except as follows:

#5 - Nepotism: Members of families would not affect an individual employees contractual rights with respect to promotions, transfers, etc.

C. Hiring of Temporary Personnel

1. Would not apply
2. Would not apply

However, it is agreed between the parties that the past practice regarding the hiring of students in the Street Department shall be continued.

SECTION III. RETENTION

A. Probationary Period - Would not apply

C. Performance and Behavior Standards

12. The Union proposes deletion of this provision since we believe it may affect an employee's constitutional rights with respect to the 1st Amendment.

2. Substance Abuse Policy - Would not apply. However, find enclosed proposal for employees whose job duties require a Commercial Drivers License.

3. Appearance and Demeanor - The Personnel Policy will apply.

4. Harassment of Employees - Would not apply.

5. Hours of Work - Would not apply.

6. Smoking Policy - Would apply.

D. Classification/Compensation

1a-d Would apply, however, upon completion of job descriptions the Union has requested to review same to determine accuracy and meet with the City to work out any differences regarding same.

2. Would not apply.

E. Holiday Pay - Would not apply

F. Leaves and Time Off

Sections 1, 2, 3, 4, 6, and 7 - Would not apply.

Sections 5, 8, 9 and 10 - Would apply.

G. Promotion - Would not apply.

H. Transfers - Would not apply.

I. Discipline, Adverse Actions - Would not apply.

J. Employee Benefits - Would apply where it is not in conflict with the collective bargaining agreement.

K. Licensing and Permitting - Would apply.

L. Travel Arrangements - Would apply.

SECTION IV. TERMINATION

A. Voluntary Resignation and B. Voluntary Retirement - Would apply.

C. Involuntary Termination - Would not apply.

D. References - As modified would apply.

SECTION V. PERSONNEL ADMINISTRATION AND ORGANIZATION - Would apply.

CITY OF PEKIN
CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY

I. POLICY STATEMENT

To establish written procedures for conducting urinalysis/toxicology tests of all City of Pekin employees who hold commercial drivers licenses (CDL) as a requirement for the job. Any such employee will be tested when there is a reasonable suspicion that the employee is under the influence of alcohol or using an unauthorized banned substance (i.e. controlled over-the-counter prescription medicines and illicit drugs). Employees shall also be subject to pre-placement, random, post-accident, follow-up and return to work drug and alcohol testing.

II. POLICY

The use of unauthorized banned substances by employees who hold commercial drivers licenses poses a significant danger to the health and safety of the employee, staff members, clients, and the public. It undermines public trust, adversely affect productivity, and is, therefore prohibited.

A. DEFINITIONS

Persons Subject to Testing: Persons applying for employment with the City of Pekin, or currently employed who will regularly or temporarily operate a vehicle pursuant to his/her commercial drivers license.

Banned Substance: Those substances identified in the Illinois Controlled Substance Act, 720 ILCS 570/100 et seq.: 720 ILCS 570/401 et seq., including cannabis, undocumented over-the-counter or prescription medicines to be determined by the City of Pekin and alcohol use while at work or on duty.

CAP: The College of American Pathologists of Skokie, Illinois.

CDL: Commercial Driver's License.

Employer: The City of Pekin.

GC/MS: Gas Chromatography/Mass Spectrometry Technique.

NIDA: The National Institute on Drug Abuse of Rockville, Maryland.

Overnight Express: A mailing service that will provide delivery specimens and results to designated locations within seventy-two (72) hours.

Tampering with or Adulterating the Specimen: To interfere with, meddle with, etc. so as to damage, to alter, to make not quite genuine.

Union: Teamsters, Chauffeurs & Helpers Local Union No. 627

B. RESPONSIBILITIES

1. The City of Pekin is responsible for the implementation of this program.
2. The City of Pekin is responsible for the administration, audit and review of this program.
3. The City of Pekin and the Union are responsible for the selection of a laboratory testing facility and testing procedures. Laboratories will be NIDA-certified or CAP-accredited, as well as licensed by the State of Illinois, Department of Public Health. (Letter of approval will be provided by Methodist Hospital for testing physician)
4. The fee for testing persons subject to testing shall be paid by the City of Pekin.
5. Test kits will be approved by the City of Pekin, with consultation with the Union and such kits will be standardized. Purchasing and distribution of the blood and urine specimen kits will be the responsibility of the City of Pekin to avoid delays in getting the kits to the escorting supervisor. These kits shall be assigned to a responsible individual. The storage area for the kits must be secured and/or a record must be kept by the City of Pekin to account for the use or disposal of all kits. Any time a kit is damaged, destroyed, stolen or removed from the storage area inappropriately, the Union must immediately be advised in writing.

Collection site kits must be maintained as specified in the paragraph above unless an outside administrator is retained by the Employer, who will then be responsible for purchasing, distribution and maintenance of collection site kits at all designated facilities.

C. PRE-PLACEMENT TESTING

1. All employment applicants who will regularly or temporarily operate a vehicle pursuant to his/her commercial drivers license who have successfully completed the employment interview process shall be required to submit to Evidential Breath Testing (E.B.T.) for alcohol using devices approved by the National Highway Traffic Safety Administration as provided for in Section III of this Policy, Subsection 1, Alcohol Testing, and further provide a urine specimen as part of

his/her background investigation.

2. All applicants subject to testing shall be advised of the Employer's alcohol/drug testing requirements at the time of interview. An applicant subject to testing will not be employed if:
 - Test results are confirmed positive for banned substance usage.
 - He/she refuses to provide a urine specimen.
 - He/she refuses to submit to a Blood Alcohol Content test by E.B.T.
 - He/she attempts to tamper with or adulterate the specimen.
3. All applicants subject to testing shall sign a release and consent authorization form for the alcohol/drug test. This will release all information to the City of Pekin (and to the Union, should the employee desire such) and attest that the urine is his/her own. Refusal to sign this form will cause the applicant subject to testing to be advised that he/she is no longer under consideration for employment.
4. The applicant subject to testing shall be required to produce acceptable verification of his/her identity immediately prior to testing.
5. Chain-of-custody documentation for the specimen shall be maintained by the doctor, collection facility and/or laboratory from collection to analysis to destruction. The employing facility, bureau or division shall receive and retain the original chain-of-custody documentation. The testing laboratory will maintain control of all positive alcohol/drug tests for a period of not less than six (6) months, or indefinitely upon notification by the Employer in writing that appeal of the results has been initiated. Confidentiality will be maintained.
6. The specimen will be tested by an approved and qualified laboratory which has technical expertise and proficiency in alcohol and/or urine drug testing. A positive test reading will automatically call for a follow-up confirmation test using GC/MS techniques or similarly sensitive methodology. Cut-off levels for pre-placement physical examinations shall be as follows:

	<u>INITIAL DRUG SCREEN</u>	<u>CONFIRMATION TEST (GC/MS)</u>
Amphetamines	1000 ng/ml	500 ng/ml

Barbiturates	200 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine ("PCP")	25 ng/ml	25 ng/ml

The following minimum level will be used for alcohol test: Alcohol 0.04% concentration (two EBT tests are required if first test is more than 0.04% concentration).

7. All applicants subject to testing shall be asked immediately prior to testing regarding prescription and over-the-counter drugs currently being used or used in the past thirty (30) days. Privacy of examination will be maintained, as will confidentiality. Documented proof of prescription medication may be required.
8. If the test is confirmed positive, the applicant subject to testing will be notified and will be given the opportunity to review and contest the results. Notice of an intent to review or contest must be provided, in writing, to the City of Pekin within ten (10) days.
9. Upon receipt of written notice of intent to review or contest results, the applicant subject to testing will be provided an opportunity to review and copy the laboratory report and all supporting documentation. The applicant subject to testing will be permitted to have an expert of his/her choice review such document within thirty (30) days of the notice of test results. The applicant subject to testing must submit in writing, any reasons challenging the test results.
10. Records concerning positive test results will be maintained confidentially in accordance with agency procedures governing background investigations.

D. REASONABLE SUSPICION

1. Reasonable suspicion exists if certain objective facts and circumstances warrant rational inferences that a person may be under the influence of alcohol or a banned substance. Illustrative, but not all-inclusive criteria of reasonable suspicion are (generally, a person under the influence exhibits a combination of such criteria.):
 - a. A pattern of abnormal conduct or erratic behavior; a dramatic decline in work performance.
 - b. Observation, such as direct observation of use and/or physical symptoms of being under the

influence of alcohol.

- c. Difficulty walking, slurred speech, needle marks, glazed stare.
 - d. Possession of alcohol or a banned substance.
2. If a Supervisor believes there is reasonable suspicion that an employee is under the influence of alcohol or a banned substance, he/she must confirm his/her suspicions with at least one other supervisory person. If those suspicions are confirmed, the employee will be notified that an EBT test and/or urine specimen will be required. The Supervisor's reasons for requesting a "reasonable suspicion" test shall be documented, and once confirmed as provided in 2(f) below, and provided the employee signs a written release, the confirmatory documentation shall be made available to the employee's bargaining agent. A bargaining unit employee may request a union representative to be present prior to the employee being escorted to the "drawing" facility, in a reasonable period of time. This period should not exceed one (1) hour in length. The bargaining agent is present, he/she will have time, not to exceed one-half (1/2) hour, to privately confer with the employee.
- a. The employee shall sign a release and consent authorization form for the alcohol/drug testing and information release to the City of Pekin, and if the employee desires, to the Union.
 - b. An employee's refusal to sign a release and consent authorization form and/or refusal to take the alcohol/drug test shall be treated the same as a positive result.
 - c. Chain-of-custody documentation for the specimen shall be maintained by the doctor, collection facility and/or laboratory from collection to analysis to destruction. A copy of all test results shall be forwarded to the Employer, marked "Confidential", sealed and confidentially maintained.
 - d. The specimen will be tested by an Employer/Union-approved and qualified laboratory which has technical expertise and proficiency in EBT alcohol testing and urinalysis in accordance with Section II(B)(3) of this policy. A positive test reading will automatically call for a follow-up confirmation test using (GC/MS) technique. The following cut-off levels will be utilized. Levels below those listed will be considered negative results. They shall be reported to the employee as such, and shall not be

retained in the employee's file.

	<u>INITIAL DRUG SCREEN</u>	<u>CONFIRMATION TEST (GC/MS)</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
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Methadone	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine ("PCP")		
Emit	75 ng/ml	
RIA	25 ng/ml	25 ng/ml

The following minimum level will be used for blood tests: 0.04% concentration (two EBT tests are required if first test is more than 0.04% concentration).

- e. The employee shall advise the medical staff or the doctor, collection facility or lab taking the specimen of any prescription and/or over the counter drugs currently being used. Such information shall be collected and maintained as confidential.

- f. The employee will be escorted by the supervisor to a designated collection area/facility where a EBT and/or urine specimen will be taken by a medical professional only. The supervisor should document his/her reasons for suspicion prior to or simultaneously with requesting the alcohol/drug test. Provided a written release is then signed by the employee, a copy of the same shall be provided to the union representative at the time of the request for testing. If a written release has been signed by the employee, confirmatory documentation shall be made available to the employee's bargaining agent within a reasonable period of time, not to extend three (3) working days. The collection facility staff will secure the urine specimen in the sealed containers provided by the supervisor. Unless an outside contract administrator is retained by the Employer, the supervisor is to inspect the urine specimen kit to ensure that the seal has not been broken. Should the seal be broken or tampered with in any way, the supervisor will ask the collection facility to use one of their own specimen kits. Chain-of-custody documentation will be kept by the collection facility. The collection facility personnel, after securing his/her specimen, will seal the container(s) and transport it/them by

overnight express to the Employer-designated laboratory.

Should an occasion arise where a supervisor is short-handed and has no other personnel to assist in escorting an employee to the collection agency for alcohol/drug tests, when there is reasonable suspicion, the employee, during the employee's regular work hours, will be required to stay in his/her work area until he/she can be escorted to the collection facility for his/her alcohol/drug tests. The employee may be required to stay in his/her work area for up to an additional two (2) hours after his/her regular work hours (considered overtime) under the circumstances described above, if such is necessary to obtain a proper testing result. If an employee leaves the premises after being advised by his/her supervisor of the above, it shall be considered as insubordination, and as if the employee has refused to submit to the test, which is a violation of this policy. The violation shall be considered to be "just cause" and treated in the same manner as a positive test result.

- g. Upon completion of the test, the employee shall be transported to his/her residence. Under no circumstances shall an employee suspected of being under the influence of alcohol or using drugs be allowed to leave the worksite or the test site driving his/her own or an Employer vehicle.
- h. The employee shall remain in paid status until the results are received. If the test is confirmed positive, the employee will be notified and will be given the opportunity to present evidence and/or information that the positive test results was caused by prescribed or over-the-counter drugs, or that special circumstances may have affected the test results. All relevant information shall be forwarded by the employee directly to the Employer, marked "Confidential".
- i. Information regarding attempts to tamper with or adulterate the specimen, along with other pertinent information shall also be forwarded to the Employer.

III. RANDOM TESTING

Random alcohol and drug testing for those employees required to possess a commercial drivers license shall be conducted during working hours. Employees whose job requires a commercial drivers license will be tested according to this policy. The testing dates and times are unannounced and are with unpredictable frequency throughout the calendar year.

All tests will be administered by medically trained technicians and all results are confidential.

Employer officials will be made available to answer questions of the employees and/or Union with respect to this program.

1. Alcohol Testing

Random testing for blood alcohol content (BAC) will be required using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.04% alcohol concentration is considered a negative test. If the alcohol concentration reaches 0.04% or greater, this is considered a positive test and the employee shall be disciplined according to the policy.

ALCOHOL TESTING RESULTS

* SCREENING TEST

Less than 0.04 = negative
Greater than or equal to 0.04, confirmed test required

* CONFIRMATION TEST

Less than 0.04 = negative

Greater than or equal to 0.04 = violation of the rule

2. Drug Testing

Random testing for drugs (as specified above) will be conducted using urinalysis. These samples are to be tested by an approved health and human services (HHS/NIDA) laboratory. Testing will be for evidence of marijuana, phencyclidine (PCP), opiate, amphetamine or cocaine use. A medical review officer (MRO) mutually selected by the City of Pekin and the Union will review all positive results. Any employee testing positive for drugs will be disciplined according to Employer policy.

IV. POST-ACCIDENT/INCIDENT

Post-accident drug/alcohol testing is required under the Federal Omnibus Transportation Employees Testing Act. Whenever a commercial motor vehicle driver is involved in an

accident, each surviving driver is required to be tested as follows:

1. Fatal Accidents:

Any time the accident involves the loss of human life.

2. Non-Fatal Accidents:

Any time the driver receives a citation under state or local law and personal injury is involved or his/her vehicle must be towed. Testing must be done as soon as possible following the accident: within two (2) hours for alcohol testing and within thirty-two (32) hours for drug testing.

V. RETURN-TO-WORK TESTING

Any employee found to have violated this policy will be required to undergo drug testing prior to returning to work. The results must be negative prior to returning to work.

VI. FOLLOW-UP TESTING

Any employee who has a positive test shall undergo random follow-up testing six (6) times over the next twelve (12) month period following his return to work.

VII. EMPLOYEE ASSISTANCE

The Employer fully supports the Employee Assistance Program and encourages employees who have an alcohol problem and/or are using unauthorized banned substances to seek the confidential services of the Employee Assistance Program at their work place. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate alcohol and drug use. Referrals can be made to appropriate treatment and rehabilitative facilities who will follow-up with individuals during his/her rehabilitation period to track his/her progress and encourage successful completion of the program, should treatment be required. All discussions with an EAP referral coordinator will be held in strict confidence. Participation in the Employee Assistance Program is not a substitute for discipline. While EAP is normally a voluntary program, anyone testing positive for alcohol or substance abuse under this policy is required to successfully complete a prescribed treatment program.

VIII. DISCIPLINARY ACTION FOR POSITIVE TEST RESULTS

Violations of this policy will be considered "just cause". If, as a result of the investigation and/or pre-disciplinary hearing, just cause is present, discipline shall be imposed

as follows (discipline is subject to grievance/arbitration procedure):

<u>Offense</u>	<u>Discipline</u>
First Offense	Discipline up to and including discharge; the specific level of discipline to be determined by the factors listed above. The City of Pekin recognizes that discharge or termination is the ultimate employment discipline and should be invoked only in the more egregious circumstances. When an employee is retained, discipline will include mandatory enrollment in the Employee Assistance Program, and periodic random drug testing for one year from the effective date of discipline.
Second Offense	30 calendar day suspension, employee shall use vacation or accumulated sick leave, mandatory enrollment in the Employee Assistance Program, return to work and periodic random alcohol/drug tests for one (1) year from the effective date of suspension.
Third Offense	Termination.

IX. TEST RESULTS

All test results and related documentation will be treated confidentially and shall not be utilized by the Employer for any purpose other than employment-related matters.

No test results shall be released to any other agency or to prospective employers of the employee, nor shall test results be released to any law enforcement agency, except pursuant to lawful subpoena or court order.

CITY OF PEKIN

TEAMSTERS LOCAL UNION NO. 627

BY



BY



DATE

5/31/96

DATE

5/31/96

CITY OF PEKIN
CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY

I. POLICY STATEMENT

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B. RESPONSIBILITIES

1. The City of Pekin is responsible for the implementation of this program.
2. The City of Pekin is responsible for the administration, audit and review of this program.
3. The City of Pekin and the Union are responsible for the selection of a laboratory testing facility and testing procedures. Laboratories will be NIDA-certified or CAP-accredited, as well as licensed by the State of Illinois, Department of Public Health. (Letter of approval will be provided by Methodist Hospital for testing physician)
4. The fee for testing persons subject to testing shall be paid by the City of Pekin.
5. Test kits will be approved by the City of Pekin, with consultation with the Union and such kits will be standardized. Purchasing and distribution of the blood and urine specimen kits will be the responsibility of the City of Pekin to avoid delays in getting the kits to the escorting supervisor. These kits shall be assigned to a responsible individual. The storage area for the kits must be secured and/or a record must be kept by the City of Pekin to account for the use or disposal of all kits. Any time a kit is damaged, destroyed, stolen or removed from the storage area inappropriately, the Union must immediately be advised in writing.

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1. All employment applicants who will regularly or temporarily operate a vehicle pursuant to his/her commercial drivers license who have successfully completed the employment interview process shall be required to submit to Evidential Breath Testing (E.B.T.) for alcohol using devices approved by the National Highway Traffic Safety Administration as provided for in Section III of this Policy, Subsection 1, Alcohol Testing, and further provide a urine specimen as part of

his/her background investigation.

2. All applicants subject to testing shall be advised of the Employer's alcohol/drug testing requirements at the time of interview. An applicant subject to testing will not be employed if:
 - Test results are confirmed positive for banned substance usage.
 - He/she refuses to provide a urine specimen.
 - He/she refuses to submit to a Blood Alcohol Content test by E.B.T.
 - He/she attempts to tamper with or adulterate the specimen.
3. All applicants subject to testing shall sign a release and consent authorization form for the alcohol/drug test. This will release all information to the City of Pekin (and to the Union, should the employee desire such) and attest that the urine is his/her own. Refusal to sign this form will cause the applicant subject to testing to be advised that he/she is no longer under consideration for employment.
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5. Chain-of-custody documentation for the specimen shall be maintained by the doctor, collection facility and/or laboratory from collection to analysis to destruction. The employing facility, bureau or division shall receive and retain the original chain-of-custody documentation. The testing laboratory will maintain control of all positive alcohol/drug tests for a period of not less than six (6) months, or indefinitely upon notification by the Employer in writing that appeal of the results has been initiated. Confidentiality will be maintained.
6. The specimen will be tested by an approved and qualified laboratory which has technical expertise and proficiency in alcohol and/or urine drug testing. A positive test reading will automatically call for a follow-up confirmation test using GC/MS techniques or similarly sensitive methodology. Cut-off levels for pre-placement physical examinations shall be as follows:

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Opiates	300 ng/ml	300 ng/ml
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The following minimum level will be used for alcohol test: Alcohol 0.04% concentration (two EBT tests are required if first test is more than 0.04% concentration).

7. All applicants subject to testing shall be asked immediately prior to testing regarding prescription and over-the-counter drugs currently being used or used in the past thirty (30) days. Privacy of examination will be maintained, as will confidentiality. Documented proof of prescription medication may be required.
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D. REASONABLE SUSPICION

1. Reasonable suspicion exists if certain objective facts and circumstances warrant rational inferences that a person may be under the influence of alcohol or a banned substance. Illustrative, but not all-inclusive criteria of reasonable suspicion are (generally, a person under the influence exhibits a combination of such criteria.):
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 - b. Observation, such as direct observation of use and/or physical symptoms of being under the

influence of alcohol.

- c. Difficulty walking, slurred speech, needle marks, glazed stare.
 - d. Possession of alcohol or a banned substance.
2. If a Supervisor believes there is reasonable suspicion that an employee is under the influence of alcohol or a banned substance, he/she must confirm his/her suspicions with at least one other supervisory person. If those suspicions are confirmed, the employee will be notified that an EBT test and/or urine specimen will be required. The Supervisor's reasons for requesting a "reasonable suspicion" test shall be documented, and once confirmed as provided in 2(f) below, and provided the employee signs a written release, the confirmatory documentation shall be made available to the employee's bargaining agent. A bargaining unit employee may request a union representative to be present prior to the employee being escorted to the "drawing" facility, in a reasonable period of time. This period should not exceed one (1) hour in length. The bargaining agent is present, he/she will have time, not to exceed one-half (1/2) hour, to privately confer with the employee.
- a. The employee shall sign a release and consent authorization form for the alcohol/drug testing and information release to the City of Pekin, and if the employee desires, to the Union.
 - b. An employee's refusal to sign a release and consent authorization form and/or refusal to take the alcohol/drug test shall be treated the same as a positive result.
 - c. Chain-of-custody documentation for the specimen shall be maintained by the doctor, collection facility and/or laboratory from collection to analysis to destruction. A copy of all test results shall be forwarded to the Employer, marked "Confidential", sealed and confidentially maintained.
 - d. The specimen will be tested by an Employer/Union-approved and qualified laboratory which has technical expertise and proficiency in EBT alcohol testing and urinalysis in accordance with Section II(B)(3) of this policy. A positive test reading will automatically call for a follow-up confirmation test using (GC/MS) technique. The following cut-off levels will be utilized. Levels below those listed will be considered negative results. They shall be reported to the employee as such, and shall not be

retained in the employee's file.

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Methadone	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine ("PCP")		
Emit	75 ng/ml	
RIA	25 ng/ml	25 ng/ml

The following minimum level will be used for blood tests: 0.04% concentration (two EBT tests are required if first test is more than 0.04% concentration).

- e. The employee shall advise the medical staff or the doctor, collection facility or lab taking the specimen of any prescription and/or over the counter drugs currently being used. Such information shall be collected and maintained as confidential.

- f. The employee will be escorted by the supervisor to a designated collection area/facility where a EBT and/or urine specimen will be taken by a medical professional only. The supervisor should document his/her reasons for suspicion prior to or simultaneously with requesting the alcohol/drug test. Provided a written release is then signed by the employee, a copy of the same shall be provided to the union representative at the time of the request for testing. If a written release has been signed by the employee, confirmatory documentation shall be made available to the employee's bargaining agent within a reasonable period of time, not to extend three (3) working days. The collection facility staff will secure the urine specimen in the sealed containers provided by the supervisor. Unless an outside contract administrator is retained by the Employer, the supervisor is to inspect the urine specimen kit to ensure that the seal has not been broken. Should the seal be broken or tampered with in any way, the supervisor will ask the collection facility to use one of their own specimen kits. Chain-of-custody documentation will be kept by the collection facility. The collection facility personnel, after securing his/her specimen, will seal the container(s) and transport it/them by

overnight express to the Employer-designated laboratory.

Should an occasion arise where a supervisor is short-handed and has no other personnel to assist in escorting an employee to the collection agency for alcohol/drug tests, when there is reasonable suspicion, the employee, during the employee's regular work hours, will be required to stay in his/her work area until he/she can be escorted to the collection facility for his/her alcohol/drug tests. The employee may be required to stay in his/her work area for up to an additional two (2) hours after his/her regular work hours (considered overtime) under the circumstances described above, if such is necessary to obtain a proper testing result. If an employee leaves the premises after being advised by his/her supervisor of the above, it shall be considered as insubordination, and as if the employee has refused to submit to the test, which is a violation of this policy. The violation shall be considered to be "just cause" and treated in the same manner as a positive test result.

- g. Upon completion of the test, the employee shall be transported to his/her residence. Under no circumstances shall an employee suspected of being under the influence of alcohol or using drugs be allowed to leave the worksite or the test site driving his/her own or an Employer vehicle.
- h. The employee shall remain in paid status until the results are received. If the test is confirmed positive, the employee will be notified and will be given the opportunity to present evidence and/or information that the positive test results was caused by prescribed or over-the-counter drugs, or that special circumstances may have affected the test results. All relevant information shall be forwarded by the employee directly to the Employer, marked "Confidential".
- i. Information regarding attempts to tamper with or adulterate the specimen, along with other pertinent information shall also be forwarded to the Employer.

III. RANDOM TESTING

Random alcohol and drug testing for those employees required to possess a commercial drivers license shall be conducted during working hours. Employees whose job requires a commercial drivers license will be tested according to this policy. The testing dates and times are unannounced and are with unpredictable frequency throughout the calendar year.

All tests will be administered by medically trained technicians and all results are confidential.

Employer officials will be made available to answer questions of the employees and/or Union with respect to this program.

1. Alcohol Testing

Random testing for blood alcohol content (BAC) will be required using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.04% alcohol concentration is considered a negative test. If the alcohol concentration reaches 0.04% or greater, this is considered a positive test and the employee shall be disciplined according to the policy.

ALCOHOL TESTING RESULTS

* SCREENING TEST

Less than 0.04 = negative
Greater than or equal to 0.04, confirmed test required

* CONFIRMATION TEST

Less than 0.04 = negative

Greater than or equal to 0.04 = violation of the rule

2. Drug Testing

Random testing for drugs (as specified above) will be conducted using urinalysis. These samples are to be tested by an approved health and human services (HHS/NIDA) laboratory. Testing will be for evidence of marijuana, phencyclidine (PCP), opiate, amphetamine or cocaine use. A medical review officer (MRO) mutually selected by the City of Pekin and the Union will review all positive results. Any employee testing positive for drugs will be disciplined according to Employer policy.

IV. POST-ACCIDENT/INCIDENT

Post-accident drug/alcohol testing is required under the Federal Omnibus Transportation Employees Testing Act. Whenever a commercial motor vehicle driver is involved in an

accident, each surviving driver is required to be tested as follows:

1. Fatal Accidents:

Any time the accident involves the loss of human life.

2. Non-Fatal Accidents:

Any time the driver receives a citation under state or local law and personal injury is involved or his/her vehicle must be towed. Testing must be done as soon as possible following the accident: within two (2) hours for alcohol testing and within thirty-two (32) hours for drug testing.

V. RETURN-TO-WORK TESTING

Any employee found to have violated this policy will be required to undergo drug testing prior to returning to work. The results must be negative prior to returning to work.

VI. FOLLOW-UP TESTING

Any employee who has a positive test shall undergo random follow-up testing six (6) times over the next twelve (12) month period following his return to work.

VII. EMPLOYEE ASSISTANCE

The Employer fully supports the Employee Assistance Program and encourages employees who have an alcohol problem and/or are using unauthorized banned substances to seek the confidential services of the Employee Assistance Program at their work place. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate alcohol and drug use. Referrals can be made to appropriate treatment and rehabilitative facilities who will follow-up with individuals during his/her rehabilitation period to track his/her progress and encourage successful completion of the program, should treatment be required. All discussions with an EAP referral coordinator will be held in strict confidence. Participation in the Employee Assistance Program is not a substitute for discipline. While EAP is normally a voluntary program, anyone testing positive for alcohol or substance abuse under this policy is required to successfully complete a prescribed treatment program.

VIII. DISCIPLINARY ACTION FOR POSITIVE TEST RESULTS

Violations of this policy will be considered "just cause". If, as a result of the investigation and/or pre-disciplinary hearing, just cause is present, discipline shall be imposed

as follows (discipline is subject to grievance/arbitration procedure):

<u>Offense</u>	<u>Discipline</u>
First Offense	Discipline up to and including discharge; the specific level of discipline to be determined by the factors listed above. The City of Pekin recognizes that discharge or termination is the ultimate employment discipline and should be invoked only in the more egregious circumstances. When an employee is retained, discipline will include mandatory enrollment in the Employee Assistance Program, and periodic random drug testing for one year from the effective date of discipline.
Second Offense	30 calendar day suspension, employee shall use vacation or accumulated sick leave, mandatory enrollment in the Employee Assistance Program, return to work and periodic random alcohol/drug tests for one (1) year from the effective date of suspension.
Third Offense	Termination.

IX. TEST RESULTS

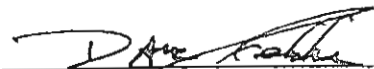
All test results and related documentation will be treated confidentially and shall not be utilized by the Employer for any purpose other than employment-related matters.

No test results shall be released to any other agency or to prospective employers of the employee, nor shall test results be released to any law enforcement agency, except pursuant to lawful subpoena or court order.

CITY OF PEKIN

TEAMSTERS LOCAL UNION NO. 627

BY



BY



DATE

5/31/96

DATE

5/31/96

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



U.S. Wage and Hour Division



YOUR RIGHTS UNDER USERRA THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service,

then an employer may not deny you:

- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment

because of this status

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its **website at <http://www.dol.gov/vets>**. An interactive online USERRA Advisor can be viewed at **<http://www.dol.gov/elaws/userra.htm>**.
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <http://www.dol.gov/vets/programs/userra/poster.htm>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.



U.S. Department of Labor
1-866-487-2365



U.S. Department of Justice



Office of Special Counsel



1-800-336-4590

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