

Final (7/20/2009)

ARTICLES OF AGREEMENT BETWEEN
CITY OF PEKIN, ILLINOIS
AND
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627
EFFECTIVE MAY 1, 2009 – APRIL 30, 2014
GENERAL EMPLOYEE UNIT

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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:**

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

ARTICLE 1

RECOGNITION

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

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

Clerk, Secretary, Secretary/Clerk, Parking Enforcement Officer, Data Entry Clerk, Crossing Guard, Receptionist, Accounts Collector, Inspector, Computer Programmer/Secretary, Municipal Bus Driver, School Bus Driver, School Bus Monitor, Mechanic, Mechanic Helper, Custodian, Inventory Control Clerk, Mechanic Working Foreman, School Bus Oil & Water (Pre-Trip) Inspectors, and Yard Crew

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

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

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

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

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

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

Section 7: Non-Discrimination

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

Section 8: Americans With Disability Act Compliance The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue

relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

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

ARTICLE 2

DUES CHECKOFF/FAIR SHARE

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

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

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

- (1) The Union has certified to the Employer that the affected employee has been delinquent in this obligation for at least thirty (30) days;
- (2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that employee has been advised by the Union of his obligations pursuant to this Article and the manner in which the Union has calculated the fair share fee;
- (3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has

been afforded an opportunity to have said objections adjudicated before an impartial arbitrator for the purpose of determining and resolving any objections the employee may have to the fair share fee, or to file a charge with the Illinois State Labor Relations Board for such purpose.

- (4) The rights of non-association of employees based upon bona fide religious tenets or reaching of a church or religious body of which such employees are members shall be safeguarded in accordance with Section 6(g) of the Illinois Public Labor Relations Act. Such employees shall pay an amount equal to their fair share contribution to a nonreligious charitable organization mutually agreed upon by the employees affected and the Union. If the affected employees and the Union are unable to agree, an organization shall be chosen by the employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board, or a provided by Section 6(g).

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

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

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

Where any informal resolution would not be possible, or fails to resolve a grievance as defined above, the employee(s) or the Union shall submit their written grievance within fourteen (14) 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.

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

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

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

a second stoppage during the term of this Agreement, the City shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and such employee shall not be entitled to or have any recourse to any other provisions of this Agreement.

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

ARTICLE 4

DISCIPLINE AND DISCHARGE

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

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

Where appropriate, corrective and progressive actions will be employed, provided that suspension, demotion, or discharge without prior corrective action(s) shall be an appropriate disciplinary response, consistent with cause or just cause, where the seriousness of the employee(s) actions or conduct warrant, shall not be a prerequisite to suspension or discharge. Where an employee receives four (4) or more warning notices for unrelated actions or misconduct of a minor nature within any nine (9) month period, disciplinary actions of discharge or suspension may be consistent with just cause for the accumulation.

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

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

Section 4: Written Notice Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the nature of the misconduct and

guidelines for the employee for future behavior. Disciplinary actions shall be implemented within a reasonable period after the occurrence of the event and any investigation by the employer needed to determine the facts.

ARTICLE 5

COMPLETE AGREEMENT

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

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

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

ARTICLE 6

SCOPE AND TERM OF AGREEMENT

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

Section 2: Term This Agreement 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 3: Modifications It shall be understood that the provisions of this Agreement may be modified by mutual agreement of the City and the Union at any time, provided that all such modifications shall be in writing and signed by an authorized representative of the City and the Union.

ARTICLE 7

JOB OPENINGS

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

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 Director 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 4(b) of this Agreement.

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

Failure to qualify for a new or vacant position shall be based solely on qualification and ability, and shall not be for arbitrary or capricious reasons. Further, the use of skill or ability as provided under this Article shall only be for new or vacant positions that require a level of expertise

which is reasonably more than that normally possessed by a General Unit employee.

In the event that no bargaining unit employee either bids or qualifies for a new or vacated position, subject to the provisions of this Article, then the City may elect to fill the vacancy by promoting, reassignment, transfer or employment of a new hire. If the job is not filled within three (3) months of the posting then the job will have to be reposted.

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

- (a) Prior to the start of the 2002 – 2003 school year, and each school year thereafter, all school bus routes shall be open for bidding by current school bus drivers (at the time of the bid posting all bids for the previous year shall be posted, showing what a particular run paid) in house, the previous year, and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) for the route selected. The City retains the right to designate the bus equipment which will be assigned to each route. Noon runs will be subject to separate bidding, and will be assigned based on seniority to those employees requesting such runs. Monitor positions on those buses designated by the City to have school bus monitors shall also be open for bidding by current school bus monitors prior to the start of each school year, and awarded on the basis of seniority, so long as the employee possesses the training (if any) required for the requested assignment.

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

When a monitor has to go on a run with a driver because the driver does not have enough time to back to pick the monitor up for the scheduled run, then the monitor will be paid for all time spent on both runs.

- (b) A sign-up sheet shall be maintained for school bus drivers and monitors to express their interest in being assigned additional work on charters and cleaning buses when such work is available. Charters and cleaning of buses shall be offered by seniority on a daily basis, and shall be in addition to those other duties of a school bus driver or monitor. The Charter list shall be posted daily showing the runs and the hours paid. In the event of a cancellation of a Charter or a new Charter comes in the employees can rebid, provided the cancellation or new run comes in by 3:00 p.m. the previous day.
- (c) Summer work driving school buses shall be open for bidding separately, and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) required for the route(s) selected.

- (d) School bus drivers and monitors shall receive four (4) hours pay at their regular hourly wage rate for the following holidays: Labor Day, New Year's Day, Thanksgiving Day, Christmas Day, Memorial Day and Veteran's Day, and shall receive two (2) hours pay at their regular hourly wage rate on the day after Thanksgiving Day. School bus drivers and monitors shall be required to work their last regularly scheduled work day before and after such holidays, to be entitled to the holiday pay in accordance with Article 12, Section 4. Any school bus employee who works on a holiday shall be paid in accordance with Article 12, Section 5 of this Agreement.
- (e) All time spent getting required physicals, and/or taking drug tests, will be considered time worked and will be paid at the applicable hourly rate. School Bus Drivers will be paid \$25.00 for attending the annual refresher course for their license.
- (f) All school bus drivers and monitors shall be paid a minimum of three (3) hours per run and an additional one half (1/2) hour for each additional run at a minimum. If an employee has a double in both the morning and the afternoon, then the employee shall be paid a minimum of 3 1/2 hours.
- (g) Bus inspections done on extra hours or holidays shall be offered by seniority who are on the applicable signup sheet and paid at the applicable overtime rate.

ARTICLE 8

SENIORITY

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

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

- (a) resigns or quits;
- (b) retires;
- (c) is discharged (unless returned to work through the grievance procedure or by legal decision);
- (d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control;
- (e) fails to return to work at the end of a scheduled vacation or authorized leave of

absence, except as otherwise authorized;

- (f) fails to report for work within fourteen (14) calendar days after notice of recall from layoff is made by certified letter to the employee's last known address with verification of delivery;
- (g) is absent from work for any reason, including layoff, for a period equal to the lesser of the employee's seniority at the time the absence began, or three years.

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

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

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

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

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

department. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.

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

ARTICLE 9

PAY DAY

Section 1: The City agrees to pay employees every other Friday. Effective May 1, 2009, all new employees will be paid by Direct Deposit. The City shall put a policy in place to issue manual checks in the event of payroll errors.

ARTICLE 10

WAGES

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

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

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

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

Section 3: Upon request, all employees will be provided copies of their bi-weekly timesheets.

ARTICLE 11

HOURS AND OVERTIME

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

Section 2: Work Day and Work Week The normal work week for regular, full-time employees shall be forty (40) hours, comprised of either four (4) or five (5) work days, Monday through Sunday, together with any additional hours which may, from time to time, be required by the City. The normal work day for regular, full-time employees shall consist of either ten (10) hours per day for a four (4) day work week, or eight (8) hours per day for a five (5) day work week, with a one (1) hour (or a one-half hour) lunch period without pay, which shall include employee travel time to obtain their lunch, to be scheduled by the department head. The normal work week and work day for regular, part-time employees and school year employees will be established by the department head from time to time based upon the needs of the City. The normal work week and work day above shall not apply to newly created jobs or operations not in existence at the time of this Agreement.

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

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

For the purpose of computing overtime, holiday pay, personal time and vacation days shall be considered as hours worked. The department head in each department retains the right to require overtime work by employees when necessary to the efficient conduct of city operations.

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

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

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

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

ARTICLE 12

HOLIDAYS AND HOLIDAY PAY

Section 1: Holidays The following days (or dates observed as such) shall be observed as holidays:

January 1 (New Year's Day)
President's Day
Memorial Day

July 4th
Labor Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

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

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

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

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

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

ARTICLE 13

VACATIONS

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

- (a) Employees who have completed one (1) year of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for two (2) weeks of vacation with pay at the employee's regular rate per hour. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.
- (b) Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks

of vacation with pay at the employee's regular rate per hour. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.

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

Section 2: Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one (1) full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule in Section 1, an employee would become eligible for an additional week of vacation time because of his years of service (i.e. after five (5) years or ten (10) years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of the calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, his vacation time will be extended for a 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, provided however, that no employee shall be entitled to schedule more than three (3) weeks of vacation time consecutively. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing. Vacation time shall not be scheduled for periods of less than one day without the approval of the department head, provided that employees eligible for more than one (1) week's vacation time may schedule up to one (1) week (5 days) of vacation time for use in periods not less than one hour increments. Any vacation time not scheduled, and used, by December 31, **shall be paid provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the**

vacation time for a ninety (90) day period beyond December 31.

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

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

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

ARTICLE 14

SICK LEAVE

Section 1: Each regular full-time employee shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of ten (10) days per year, to be used whenever the employee, by reason of any injury or illness not arising out of his/her employment or for the illness or injury of family members (including doctors appointments) is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of two hundred and forty (240) days of unused sick leave for subsequent use during any long term illness or injury once annual sick leave benefits have been exhausted. Those employees within the bargaining unit who, prior to May 1, 1993, had accumulated more than one hundred and twenty (120) days of unused sick leave for subsequent use during any long term illness or injury once annual sick leave benefits have been exhausted. Those employees within the bargaining unit who, prior to May 1, 1993, had accumulated more than one hundred and twenty (120) days of unused sick leave shall have the days in excess of one hundred and twenty (120) red circled, and may use such days once their annual sick leave benefits have been exhausted, but shall not hereafter be allowed to accumulate any unused sick leave days in excess of two hundred and forty (240)

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

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

Upon reasonable suspicion of abuse of sick leave, the head of each department may require adequate verification of the employee's asserted illness or injury, including the certification of an

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

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

Section 4: Non-Payment No payment for any unused sick leave shall be made on death, retirement, or other separation of employment. 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.

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

ARTICLE 15

HEALTH AND WELFARE

Section 1: Health Care Coverage During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits, 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
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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 May 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 and Hearing Aids When the City adopts a Vision Care and/or Hearing Aid 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: Personal Days Regular full-time employees shall be allowed two (2) personal days with pay each fiscal year. Personal days may not be accumulated, and shall be forfeited if not used during the fiscal year. Personal days shall be scheduled at least forty-eight (48) hours in advance, and shall not be used for periods of less than four (4) hours unless agreed otherwise with the employee's department head. In order to satisfy staffing requirements, the City may limit the number of employees authorized to use a personal day.

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

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

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

Section 4: Family Leave Any employee may, where they qualify, apply for an unpaid leave under the Family and Medical Leave Act consistent with the provisions of **current regulations, including Military Leave Entitlements. See FMLA attachment. Full context of law is available in the Personnel Office.**

Section 5: 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 a 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 6: Educational Leave An employee interested in further professional training may obtain an educational leave without pay for up to twelve (12) months in duration. Such leave shall require recommendation by the employee's department head, and approval by the City Manager, based on the employee's plan of education, course work, and an explanation of how such education will be of benefit to his/her City employment. Employees granted an educational leave shall be prohibited from accepting any employment while on leave without prior approval of the department head and City Manager, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted educational leave shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled. The employee shall retain his seniority during the educational leave, but shall not accrue any economic benefits under this Agreement during the leave period.

Section 7: Educational Time Off/Tuition Reimbursement An employee may apply for, and the responsible department head or City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City. The City may agree to assume the full cost of professional training, 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 8: Eligibility 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 9. Section 2(g) "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or 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.

Section 9: Bereavement Leave. Each regular employee shall be allowed up to three (3) days off with pay to attend the funeral and to details of any funeral when a death occurs in the employee's immediate family, which shall include the employee's legal spouse, natural or adoptive child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law- sister-in-law, grandparent, grandparent-in-law, grandchild or any relative residing in the employees home. In addition, days off without pay may be granted due to the death of any close friend or relative with the approval of the department head. Part time employees shall be entitled to three (3) day off with pay, based on four (4) hours pay to attend a funeral as provided for all full time employees. Bereavement leave used during a vacation period shall extend or credit the employee's vacation.

ARTICLE 17

GENERAL PROVISIONS

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

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

Fifty (\$250.00) dollars.

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

Section 3: Special Licenses Where an employee is required to have an operator's license or permit, beyond an Illinois driver's license, as a condition of his or her job, the City will reimburse the employee for the cost of such special license or permit, less the cost which the employee would pay for a regular driver's license.

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of twelve (12) months, after which the employee shall be terminated.

Section 4: Attendance Every employee is expected to maintain regular, on-time attendance as scheduled. Where the employee anticipates any absence from work, he/she shall notify the department head in advance of the date of the anticipated absence to obtain authorization for the absence. Where the absence could not be anticipated in advance, the employee shall notify the department head at least forty-five (45) minutes in advance of his/her scheduled starting time where the employee will be absent from or late to work. Tardiness and absenteeism, including absence without notice or authorized leave, and maintenance of an unacceptable pattern of regular, on-time attendance will result in the imposition of discipline pursuant to Article 7.

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

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels, such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc, provided an employee may make one (1) personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the City Manager and Finance Department.
2. Meals required by the duration of the meeting and the travel, but limited to \$40.00 per day, outside of Chicago, and \$50.00 per day, in 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 City Manager, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the City Manager and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department.

Section 6: Conditions As a condition of employment, each employee in the Department of Public Property, except the office clerk and custodians must:

- (a) meet all driver certification and other requirements prescribed by the State of Illinois, the Regional Superintendent of Schools and/or contracting School Districts, and the City required as part of the employee's job duties;
- (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 rule.

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

Section 8: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the employer. School Bus Monitors shall be subject to the same drug and alcohol testing as other employees. The employer shall select the doctor or medical facility. The employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the

determination whether the employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact.

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

Section 10: Boot Allowance The City shall reimburse full time employees covered by this Agreement for the purchase of safety boots every contract year. Reimbursement for Mechanics and Inspectors shall not exceed \$200.00 each year. Reimbursement for Yard Crew employees shall not exceed \$100.00 each year. All reimbursements are is subject to proof of purchase.

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

ARTICLE 18

SAFETY

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

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

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

ARTICLE 19

EMPLOYEES

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

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

- (a) **Regular, Full-Time Employee** shall be defined as those employees who, after

successful completion of the probationary period, are employed within an established classification or position in one of the City departments to work thirty-five (35) or more hours each work week on a regularly scheduled basis, and are expected to be available for such work on a regular basis for an indeterminate length of time. Any employee classified as a full-time employee shall not be reclassified as part-time because of a reduction in the hours of work on his job below thirty-five (35) hours per week.

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

Section 3: Short Term Employees The City retains the right to employ short-term employees as defined by the Illinois Public Labor Relations Act to perform any work required, provided such employees are not employed for more than two (2) consecutive quarters in any year. Short-term employees (who may also be referred to as temporary or casual employees) shall not be entitled to any rights or benefits provided to employees within the bargaining unit under this Agreement, provided that the employment of any short-term employee(s) shall not cause the layoff of any regular full-time, part-time or school year employee.

Section 4: Probationary Period

- (a) All employees shall be required to serve an initial probationary period of employment with the City of sixty (60) working days following their date of hire. By mutual agreement of the Employer, the Union, and the Employee, this period may be extended an additional thirty (30) working days, provided the entire period shall not exceed one hundred sixty (160) calendar days in this event. During this period, each probationary employee's suitability for employment beyond the probationary period will be evaluated by the City, and the City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal, and no probationary employee or the Union shall have any rights or recourse under this Agreement. Upon successful completion of the

probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full-time, regular part-time, Or part time school year employee, for which the employee was hired.

- (b) Where any school year employee is offered a position as a regular full or part-time employee, or a regular part-time employee is offered a position as a regular, full-time employee, or any employee transfers to a different job, the employee shall be employed subject to an evaluation period of thirty (30) working days, during which the employee's suitability for the new position shall be evaluated. In the event the employee is disqualified during the evaluation period provided for in this Article 3, Section 4(b), the employee shall return to his former position.

Section 5: Residency Residency boundaries for employees covered under this Agreement shall be as follows:

Existing (hired prior to May 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).

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

School bus drivers shall be hired from outside these boundaries if necessary.

ARTICLE 20

PERSONNEL FILES

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

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

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

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

ARTICLE 21

UNION BUSINESS

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

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

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

Section 4: Contract Negotiations Up to two (2) employees on the bargaining unit's negotiating team may be excused with pay from work to attend negotiating sessions dealing specifically with that union's contract proposals to the City. These employees will be excused with pay no more than one-half hour before the start of the negotiating session, and must report back to work no later than one-half hour after the end of the session, unless the session continues to one-half hour before the end of the individual's shift. Employees on the negotiating team participating in negotiations other than during their regularly scheduled working hours shall not be paid by the City for such time.


ARTICLE 22

SEPARABILITY/SAVINGS CLAUSE

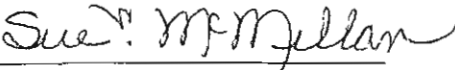
Section 1: If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the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

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

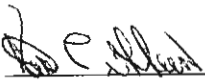
CITY OF PEKIN

By 
Mayor


ATTEST:

By 
City Clerk

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

By 

ATTEST:

By 

ATTACHMENT A LETTER OF UNDERSTANDING PERSONNEL POLICY (Goes Here)

ATTACHMENT B DRUG AND ALCOHOL POLICY (Goes Here)

ATTACHMENT C - FMLA AND USERRA GUIDELINES (Goes Here)

ATTACHMENT D - LETTER OF UNDERSTANDING

APPENDIX A

1. The present wage rates or bi-weekly salaries of employees employed by the City on or before the effective date of this Agreement shall be maintained at their current levels until April 30, 2009, except as noted below at (II) regarding school bus drivers and monitors in the school bus operation.

Effective May 1, 2009, 2010, & 2011 respectively, the wage rates or bi-weekly salaries of employees employed by the City are as set forth below.

Employees employed by the City who are transferred to another job within the bargaining unit pursuant to Article 10, Section 3 of this Agreement shall be paid the wage rate for the job being paid to the employee whom the individual replaces.

All new employees hired after May 1, 2005, or transferred into after the same date, will be subject to the following progression for the rate for that position:

First 6 months	(90% Rate)
After 6 months	(95% Rate)
After 12 months	(100% Rate)

Anyone at less than the 100% rate at the effective date of this contract shall be brought up to that 100% rate.

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

	05/01/09	05/01/10	05/01/11	05/01/12	05/01/13
Accounts and Finances				4 th & 5 th Year Re-opener	
Finance Dept. Head Secretary	\$12.58	\$12.95	\$13.28		
Accounts Payable Clerk	\$17.44	\$17.96	\$18.41		
Accounts Receivable Clerk	\$17.44	\$17.96	\$18.41		
Wastewater Billing Clerk II	\$15.42	\$15.88	\$16.28		
Wastewater Billing Clerk I (P/T)	\$10.64	\$10.96	\$11.23		
Wastewater Secretary	\$15.11	\$15.56	\$15.95		
Accounting Clerk (P/T)	\$11.20	\$11.54	\$11.83		
City Clerk's Secretary (P/T)	\$ 9.27	\$ 9.54	\$ 9.78		
Administrative Assistant (P/T)	\$13.30	\$13.70	\$14.04		
 Public Works Department				 4 th & 5 th Year Re-opener	
Street Division					
Division Head Secretary	\$17.44	\$17.96	\$18.41		
Street Secretary	\$14.70	\$15.14	\$15.52		
Mechanic Working 4man	\$28.26	\$29.12	\$29.85		
Mechanic III	\$23.00	\$23.69	\$24.28		
Mechanic II	\$19.61	\$20.20	\$20.70		
Mechanic Helper	\$13.37	\$13.77	\$14.11		
Inventory Control Clerk	\$17.75	\$18.28	\$18.74		

Planning Department4th & 5th Year Re-opener

Zoning-Inspections Division

Division Head Secretary	\$17.44	\$17.96	\$18.41
HVAC Inspector (P/T)	\$23.95	\$24.67	\$25.29
Plumbing Inspector	\$23.95	\$24.67	\$25.29
Electrical Inspector (P/T)	\$23.95	\$24.67	\$25.29
Building Inspector	\$23.95	\$24.67	\$25.29

Police Department4th & 5th Year Re-opener

Secretary - Special Services	\$16.94	\$17.45	\$17.89
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Parking Enforcement

Meter Attendant (F/T)	\$17.17	\$17.68	\$18.13
Meter Attendant (P/T)	\$11.46	\$11.80	\$12.10
Clerk - Data Entry	\$15.68	\$16.15	\$16.56

Police Records

Admin Clerk - Legal Asst.	\$20.21	\$20.82	\$21.34
Records Clerk II	\$16.47	\$16.97	\$17.39
Records Clerk I (F/T & P/T))	\$10.64	\$10.96	\$11.23
Receptionist (F/T)	\$14.69	\$15.13	\$15.51
Receptionist (P/T)	\$11.20	\$11.54	\$11.83
Crossing Guard (per day)	\$21.29	\$21.93	\$22.48

Public Lands and Property4th & 5th Year Re-opener

Yard Crew	\$ 9.50	\$ 9.79	\$10.03
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Custodian I – City Hall	\$18.01	\$18.55	\$19.01
Custodian II - City Hall	\$16.94	\$17.45	\$17.89
Custodian (P/T)	\$15.40	\$15.86	\$16.25

Bus Department

Division Head Secretary	\$18.01	\$18.55	\$19.01
Secretary	\$ 9.61	\$ 9.90	\$10.15

School Bus Operations

School Bus Driver	\$13.76	\$14.17	\$14.52
School Bus Monitor	\$11.60	\$11.95	\$12.25
Oil & Water (Pre-Trip) Insp.	\$13.30	\$13.70	\$14.04
City Bus (FT/PT)	\$18.01	\$18.55	\$19.01

College Student	\$ 9.50	\$ 9.50	\$ 9.50
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(Students must provide proof of full-time college status at time of hire.)

- II. With respect to the City's School Bus operations, the following hourly wage rates shall apply during the established school years of the Pekin Public Schools designated:

The wage rates listed above for the 2009-2101 school year, commencing in August 2009, shall take effect and apply to hours worked by School Bus Drivers and Monitors May 1, 2009 and thereafter through the end of the present school year, and for any summer work in the capacity of school bus driver or monitor during 2009. The wage rates for the 2009-10, 2010-11, 2011-2012, school years, shall take effect and apply with the commencement of the first semester of such school years in August 2009, 2010, and 2011 respectively, and shall continue in effect until the end of each such school year.

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
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	100 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")		
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 R. David Rebbel

BY [Signature]

DATE 5/24/96

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

Publication Date—July 2008

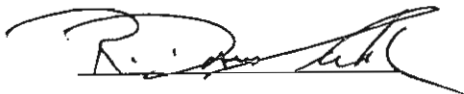
LETTER OF UNDERSTANDING

This Letter of understanding regarding Yard Crew Employees employed by the City of Pekin, Illinois, is hereby agreed to between the parties hereto as follows:

1. Pursuant to the Illinois State Labor Relations Board Certificate of Representation Case #S-RC-08-032, change Article 1, Section of the May 1, 2005 through April 30, 2009 General Unit collective bargaining agreement to reflect the addition of yard crew employees.
2. Yard Crew employees shall be deemed school term employees and as such shall be entitled to all the terms and conditions of the General Employee collective bargaining agreement between the City of Pekin and Teamsters Local Union 627, as are provided to school term employees.
3. The following Yard Crew employees shall be the first Yard Crew employees recalled for the 2008 Yard Crew season. Through negotiations the parties need to determine the seniority order of these employees for the position of Yard Crew based on their original date of hire into Yard Crew provided they had not quit their employment as a Yard Crew employee. Those Yard Crew employees are as follows in no particular order: Kay Wolfe, Deb Gregory, Shana Ferguson, Deb Wertz, Rachel Barnes, Tracy Ritchey, Julie Wyman, Marlana Snider, Marilyn Todd, Stacy Maneno, Tammy Hedrick, Jesse Johnson, Amanda Bailey, shay Berry, and Bill Hosick.
4. Yard Crew employees as listed above shall perform Yard Crew work based on their seniority and shall be recalled annually to Yard Crew based on their seniority and laid off from Yard Crew at the end of the Yard Crew season in the reverse order of their seniority. In the event of vacancies in the Yard Crew classification or in the event the City would determine a need for additional Yard Crew employees, the City shall post the bid and school term employees would be allowed to bid on Yard Crew positions based on their seniority as a school term employee. However, in the event such employee would be successful in bidding into the Yard Crew classification their seniority as a Yard Crew employee would be based on the date they began employment in the Yard Crew classification.

5. Except as provided elsewhere in this Agreement, the Employer has and will continue to retain the right to operate and manage it's affairs in each and every respect. This includes the past practice of the assignment of duties, and payment of hours.
6. In the event a Yard Crew employee vacates a Yard Crew position, said employee would lose seniority as a Yard Crew employee, as provided in article 8, Section 2 of the collective bargaining Agreement.
7. Article 8, Section 1: Where appropriate after school term employees add yard crew employees.
8. During the school year work performed on Yard Crew will not result in a reduction of the minimum hours guaranteed as a school term employee.
9. Wages: Increase effective the beginning of the 2008 Yard Crew season to \$9.50 per hour through April 30, 2010.
10. This Memorandum of Understanding becomes a permanent part of the Articles of Agreement between the City of Pekin, Illinois, and Teamsters Local Union No. 627 covering the General Employee Bargaining Unit, effective May 1,2005, through and including April 30, 2009.

City Of Pekin



Teamsters Local Union No. 627

