

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PEORIA, ILLINOIS

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
- LOCAL UNION 51**

Effective Date:	December 1, <u>2008</u>
Expiration Date:	November 30, <u>2013</u>

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 - RECOGNITION	2
SECTION 1.1 - UNION RECOGNITION	
ARTICLE 2 - UNION RIGHTS	2
SECTION 2.1 - UNION SECURITY	
SECTION 2.2 - UNION INDEMNIFICATION	
SECTION 2.3 - UNION ACCESS	
SECTION 2.4 - UNION MEETINGS ON PREMISES	
SECTION 2.5 - PERSONNEL RECORDS	
SECTION 2.6 - DISTRIBUTION OF UNION MATERIALS	
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 - NON-DISCRIMINATION	3
SECTION 4.1 - PROHIBITION AGAINST DISCRIMINATION	
SECTION 4.2 - EQUAL EMPLOYMENT/AFFIRMATIVE ACTION	
SECTION 4.3 - GENDER CLAUSE	
SECTION 4.4 - EMPLOYMENT PRACTICE	
ARTICLE 5 - GRIEVANCE	3
SECTION 5.1 - DEFINITION	
SECTION 5.2 - GRIEVANCE PROCEDURE	
SECTION 5.3 - INVESTIGATION AND DISCUSSION	
SECTION 5.4 - ADVANCED GRIEVANCE STEP FILING	
SECTION 5.5 - EFFECT OF SETTLEMENTS	
SECTION 5.6 - PERTINENT WITNESSES AND INFORMATION	
SECTION 5.7 - EXCLUSIVITY OF GRIEVANCE PROCEDURE	
ARTICLE 6 - NO STRIKE AND NO LOCKOUT	5
SECTION 6.1 - NO INTERRUPTION OF SERVICE	
SECTION 6.2 - UNION RESPONSIBILITY	
SECTION 6.3 - PENALTY	
SECTION 6.4 - MANAGEMENT RESPONSIBILITY	
SECTION 6.5 - PICKET LINES	
ARTICLE 7 - LABOR MANAGEMENT RELATIONS	6
SECTION 7.1 - AGREEMENTS	
SECTION 7.2 - COMMITTEE	

ARTICLE 8 - DRUG & ALCOHOL POLICY/FITNESS FOR DUTY	7
SECTION 8.1 - DRUG AND ALCOHOL FREE WORKPLACE	
SECTION 8.2 - PHYSICAL & MENTAL FITNESS	
SECTION 8.3 - POLYGRAPH TEST	
SECTION 8.4 - EMPLOYEE ASSISTANCE PROGRAM	
ARTICLE 9 - SENIORITY	13
SECTION 9.1 - DEFINITION OF SENIORITY	
SECTION 9.2 - TERMINATION OF SENIORITY	
SECTION 9.3 - TRIAL EMPLOYMENT	
SECTION 9.4 - SENIORITY LIST	
ARTICLE 10 - PROBATIONARY PERIODS	14
SECTION 10.1 - PROBATIONARY PERIODS	
SECTION 10.2 - ORIGINAL PROBATION	
SECTION 10.3 - PROMOTIONAL PROBATION	
ARTICLE 11 - LAYOFF AND RECALL	15
SECTION 11.1 - NOTICE	
SECTION 11.2 - PROCEDURE FOR LAYOFF/RECALL	
ARTICLE 12 - EMPLOYEE DISCIPLINE	15
SECTION 12.1 - EMPLOYEE DISCIPLINE	
ARTICLE 13 - RESIDENCY REQUIREMENT	16
ARTICLE 13.1 - RESIDENCY	
ARTICLE 14 - HOLIDAYS	17
SECTION 14.1 - HOLIDAYS	
SECTION 14.2 - HOLIDAY BENEFITS ELIGIBILITY	
SECTION 14.3 - TIME OFF/COMPENSATION	
ARTICLE 15 - PERSONAL DAYS	17
SECTION 15.1 - PERSONAL TIME CREDIT	
SECTION 15.2 - USE OF PERSONAL TIME	
ARTICLE 16 - VACATIONS	18
SECTION 16.1 - ACCRUALS	
SECTION 16.2 - VACATION SCHEDULING	
SECTION 16.3 - SEPARATION	
SECTION 16.4 - CARRY-OVER	
SECTION 16.5 - ADVANCE CHECK	
ARTICLE 17 - SICK LEAVE/DISABILITY BENEFIT	19
SECTION 17.1 - ACCRUAL	
SECTION 17.2 - USE	
SECTION 17.3 - ELIGIBILITY FOR PAY	

SECTION 17.4 - CERTIFICATION	
SECTION 17.5 - ABUSE OF EXCESSIVE USE OF SICK LEAVE	
<u>SECTION 17.6 - ELIGIBILITY FOR ANNUAL</u>	
<u>GOOD ATTENDANCE INCENTIVE</u>	
<u>SECTION 17.7 - PAYMENT FOR UNUSED SICK LEAVE BALANCES</u>	
<u>SECTION 17.8 - GOOD ATTENDANCE CAREER BUYBACK PLAN</u>	
<u>SECTION 17.9 - SICK LEAVE DONATION</u>	
ARTICLE 18 - OTHER PAID LEAVE	23
SECTION 18.1 - JURY DUTY	
SECTION 18.2 - DUTY INJURY LEAVE	
SECTION 18.3 - MILITARY LEAVE	
SECTION 18.4 – BEREAVEMENT LEAVE	
SECTION 18.5 - BENEFITS WHILE ON PAID LEAVE	
SECTION 18.6 - FAMILY MEDICAL LEAVE ACT	
ARTICLE 19 - UNPAID LEAVES	25
SECTION 19.1 - LEAVE OF ABSENCE	
SECTION 19.2 - WORKERS COMPENSATION PAY	
ARTICLE 20 - HOURS OF WORK	25
SECTION 20.1 - GENERAL PROVISIONS	
SECTION 20.2 - OVERTIME	
SECTION 20.3 - CALL BACK PAY	
SECTION 20.4 - STANDBY	
SECTION 20.5 - PYRAMIDING OF HOURS	
SECTION 20.6 - SCHEDULING PRACTICES	
ARTICLE 21 - INSURANCE	26
SECTION 21.1 - HEALTH INSURANCE	
ARTICLE 22 - HEALTH & SAFETY	27
SECTION 22.1 - TREATMENT COSTS	
SECTION 22.2 - NOTICE OF EXPOSURE	
ARTICLE 23 - LIFE INSURANCE	27
SECTION 23.1 - GROUP TERM LIFE INSURANCE COVERAGE	
SECTION 23.2 - RIGHT TO SELECT CARRIERS	
ARTICLE 24 - MISCELLANEOUS PROVISIONS	27
SECTION 24.1 - DRIVER'S LICENSE	
SECTION 24.2 - SERVICE OF NOTICES	
SECTION 24.3 - RULES AND REGULATIONS	
SECTION 24.4 - PERSONAL USE OF CITY PROPERTY	
SECTION 24.5 - TELEPHONE	
SECTION 24.6 - PAYROLL DEDUCTIONS	
SECTION 24.7 - DISTRIBUTION OF AGREEMENT	

SECTION 24.8 - PARKING	
SECTION 24.9 - CAFETERIA PLAN	
ARTICLE 25 - CLOTHING & EQUIPMENT	29
SECTION 25.1 - CLOTHING AND SAFETY EQUIPMENT	
ARTICLE 26 - PERFORMANCE EVALUATIONS	29
SECTION 26.1 - INFORMAL CONFERENCES	
SECTION 26.2 - WRITTEN EVALUATIONS	
ARTICLE 27 - SALARY AND RETIREMENT HEALTH SAVINGS PLAN	30
SECTION 27.1 - RATES OF PAY	
<u>SECTION 27.2 - RETIREMENT HEALTH SAVINGS PLAN</u>	
SECTION 27.3 - PAY PERIOD/PAY DATES	
ARTICLE 28 - SPECIAL PAY	30
SECTION 28. <u>1</u> - TUITION REIMBURSEMENT	
SECTION 28. <u>2</u> – CERTIFICATION PAY	
ARTICLE 29 - JOB BIDDING	31
SECTION 29.1 - JOB BIDDING	
SECTION 29.2 - TEMPORARY VACANCIES	
ARTICLE 30 - SAVINGS	31
SECTION 30.1 - SAVINGS CLAUSE	
ARTICLE 31 - WAIVER	32
SECTION 31.1 - WAIVER	
ARTICLE 32 - TERMINATION	33
APPENDIX A - WAGE SCHEDULE EFFECTIVE 12/01/08	34
APPENDIX B - WAGE SCHEDULE EFFECTIVE 12/01/09	35
APPENDIX C - WAGE SCHEDULE EFFECTIVE 12/01/<u>10</u>	36
APPENDIX D - WAGE SCHEDULE EFFECTIVE 12/01/<u>11</u>	37
APPENDIX E - WAGE SCHEDULE EFFECTIVE 12/01/<u>12</u>	38

PREAMBLE

WHEREAS, the City and Local 51 have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting their relations with one another; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their agreement covering rates of pay, hours of work, and other conditions of employment; and to provide a procedure for the equitable and peaceful resolution of differences;

NOW, THEREFORE, in consideration of the mutual promise and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE 1

RECOGNITION

SECTION 1.1 - The City voluntarily agrees to continue its recognition of the Union as the sole and exclusive collective bargaining representative of the employees listed in Appendix A, B, C and D (Wages) pursuant to the Illinois Public Labor Relations Act.

ARTICLE 2

UNION RIGHTS

SECTION 2.1 - UNION SECURITY: New hires will be obligated to join the Union within thirty (30) days and must remain members in good standing. The Union shall notify the City of Peoria in writing (certified mail) when a member is not in good standing. Employees will be terminated within 24 hours of such notice. The City agrees to continue to deduct, according to the current practice of the parties, the dues, assessments and initiation fees for the Union upon the receipt of a written and signed authorization form from any employee. Such money deducted shall be remitted to the official designated by the Union for receipt of such funds in accordance with the current practice. The Union shall advise the City in writing of any change in the amount to be deducted at least fifteen (15) days prior to the effective date of the change. No deduction shall be made which is prohibited by applicable law.

SECTION 2.2 - UNION INDEMNIFICATION: The Union shall indemnify, defend, and save the City harmless against all claims, demands, suits, or other forms of liability and for all reasonable legal costs that shall rise out of or by reason of action taken or not taken by the City in properly complying with the provisions of this article. The City will promptly notify the Union of all such charges received by the City. The parties shall mutually agree upon legal representation.

Should the City make an error in the Union's favor of any deductions, the Union agrees to refund to the City within fifteen (15) days.

SECTION 2.3 - UNION ACCESS: Union business agents shall have access to the premises of the City in order to meet with represented employees or to help resolve a dispute or problem. The representatives are to inform a member of management (if possible) of their presence and they are to make arrangements not to disrupt the work of employees on duty.

SECTION 2.4 - UNION MEETINGS ON PREMISES: The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would seriously interfere with the operating needs of the Employer, or cause undue inconvenience to the Employer.

SECTION 2.5 - PERSONNEL RECORDS: The Employer and the Union agree to abide by the Employee Access to Personnel Records Act during the term of this Agreement.

SECTION 2.6 - DISTRIBUTION OF UNION MATERIALS: The Employer agrees that the Union shall have the right to use the inter-office mail system for Union correspondence.

ARTICLE 3

MANAGEMENT RIGHTS

Except as specifically restricted by the express language of this Agreement and Letters of Understanding, the City retains the exclusive right to manage and to direct the work force pursuant to its legal responsibilities in the manner it determines to be in the best interests of its citizens.

ARTICLE 4

NON-DISCRIMINATION

SECTION 4.1 - PROHIBITION AGAINST DISCRIMINATION: Both the Employer and the Union agree not to discriminate against any employee based on the protected class status of race, sex, religion, mental and/or physical disability, or any other form of discrimination prohibited by applicable federal, state, and local laws.

SECTION 4.2 - EQUAL EMPLOYMENT/AFFIRMATIVE ACTION: The parties recognize the Employer's obligation to comply with Federal and State Equal Employment and Affirmative Action Laws. Upon written request, Local 51 agrees to provide the City with a copy of its current EEO-3 Local Union Report.

SECTION 4.3 - GENDER CLAUSE: The use of the masculine pronoun throughout this Agreement has been adopted by the parties for clerical convenience and shall in all instances include the feminine gender as well as the masculine.

SECTION 4.4 - EMPLOYMENT PRACTICE: Family members shall not be employed in positions which could be considered a conflict of interest, such as positions in supervision or positions with access to confidential information. The head of the department may reassign persons to avoid such conflicts to the extent permitted by law. For this purpose, a member of a family is defined as a mother, father, brother, sister, husband, wife, son, daughter, mothers and fathers-in-law, son or daughter-in-law, step-children, grandparents, and any person living in your household.

ARTICLE 5

GRIEVANCE

SECTION 5.1 - DEFINITION: A grievance, for purposes of this Article, is a claim that the City has violated this Agreement. An individual employee, a group of employees or the Union may institute a grievance. All parties shall make a good faith effort to resolve grievances informally.

SECTION 5.2 - GRIEVANCE PROCEDURE: The following is set forth as an orderly procedure for resolving all grievances that cannot be resolved informally:

Step 1. When an alleged grievance arises, which cannot be resolved informally, the aggrieved party shall deliver a written statement of the grievance to his/her supervisor within ten (10) regularly scheduled workdays of the occurrence upon which the grievance is based or when the grievant knew or should have known of it. The grievance shall state the facts, date, cite specific sections of the contract that have been alleged to be violated, and the specific remedy(s) requested. A diligent effort shall be made to adjust the

grievance at this step. The supervisor shall have ten (10) regularly scheduled workdays to give his or her written answer and a brief explanation of his/her reasons to the grievant. Grievances not raised within the 10-day time limit from date of occurrence will be dropped. Once the grievance has completed Step 1 of the grievance procedure, it can not be modified beyond this Step in terms of the facts, specific violations and remedy requested unless additional facts are discovered regarding the events of this grievance which were not known at the time of filing of the grievance and are necessary to modify the grievance.

Step 2. If a satisfactory settlement is not reached in Step 1, the grievance shall be submitted by the representative to the Department Head within ten (10) regularly scheduled workdays after receipt of the Step 1 answer. The written grievance shall state the facts involved in the grievance and the contract provisions allegedly violated by the City. The Department Head shall give his/her written answer and a brief explanation of his/her reasons to the Union Representative within ten (10) days after receipt of such written grievance.

Step 3. If the written grievance as submitted in Step 2 has not been satisfactorily settled, it shall be referred in writing by the Union's representative to the Human Resources Director. The writing referring the grievance to the Human Resources Director shall state in what respects the Step 2 answer is inconsistent with this Agreement. Such submission shall be made within ten (10) days after the receipt of the answer in Step 2. The Human Resources Director shall submit an answer with a brief explanation of his reasons to the Union's representative within ten (10) regularly scheduled workdays.

Step 4. If the written grievance has not been satisfactorily settled by the operation of the grievance procedure as outlines hereinabove, the Union shall have the right, upon notification to the City, in writing, within fifteen (15) regularly scheduled workdays after the answer is given in Step 3, to submit the grievance to arbitration. The parties will make a sincere effort to mutually agree upon an arbitrator within five (5) regularly scheduled workdays after the notice is received. If the parties cannot agree upon an arbitrator, the Director of the Federal Mediation and Conciliation Service will be requested to supply a list of seven (7) arbitrators, from which list each party alternately shall strike one name. However, either party may reject the first list submitted in its entirety and request a second list. The Union shall strike first. On alternate arbitration cases when it is necessary to select an arbitrator in this manner, the City shall strike first. The parties shall continue striking names until only one remains on the list and that person shall be the arbitrator. The arbitrator shall be designated to hear the grievance, and his decision shall be final and binding. The arbitrator, however, shall not have the right to change, add to or subtract from the terms and conditions set forth in this Agreement. The fee and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter shall be borne equally by the City and the Union provided, however, the fees and expenses of witnesses including experts, the cost of documentary evidence, and matters of that nature shall in all cases be borne by the party procuring the same.

SECTION 5.3 - INVESTIGATION AND DISCUSSION: The City will cooperate with the Union in the investigation of any grievance provided that grievances when investigated or

discussed during the employees' regular work day will not unduly detract from the employees' work duty.

SECTION 5.4 - ADVANCED GRIEVANCE STEP FILING: Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, may be advanced to the appropriate step where the action giving rise to the grievance was initiated.

SECTION 5.5 - EFFECT OF SETTLEMENTS: A grievance may be withdrawn or settled at any step without creating a precedent.

SECTION 5.6 - PERTINENT WITNESSES AND INFORMATION: In the interest of early settlement of disputes, both parties agree to provide directly applicable documents, and witnesses, reasonably available to them which are pertinent to the grievance under consideration.

SECTION 5.7 - EXCLUSIVITY OF GRIEVANCE PROCEDURE: The procedures set forth in this Article shall be the sole and exclusive procedure for resolving contract disputes. Individuals have legal rights that may coexist with topics within this Agreement. The rights of such individuals are not limited or in any manner abridged by the operation of this Section.

SECTION 5.8 – TIME LIMITS: In order to expedite the settlement of grievances, time limitations have been agreed upon. If there is no response from the Union within time limitations provided in Steps 1, 2 and 3, the grievance will be deemed to be waived; or if there is no response from the City to the Union within the time limitations provided for Steps 1, 2 and 3, the grievance shall be deemed to be settled in favor of the aggrieved party. Extensions may be granted under the following circumstances:

- a) when the representatives of either party are not available, or
- b) when mutually agreed upon in writing by both parties.

ARTICLE 6

NO STRIKE AND NO LOCKOUT

SECTION 6.1 - NO INTERRUPTION OF SERVICE: The Union and the employees covered by this Agreement recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted, or discontinued. Therefore, during the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in any slow-down, (a concerted effort to systematically delay or diminish services to the City), work stoppage, or strike, by bargaining unit employees. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, engage in or promote any lockout of employees covered by this Agreement.

SECTION 6.2 - UNION RESPONSIBILITY: In the event of a violation of Section 6.1 of this Article, the Union agrees to notify all bargaining unit members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at, or return to, work during any interruption which may be caused or

initiated by others, and to encourage employees violating Section 6.1 to return to work.

SECTION 6.3 - PENALTY: The Employer may move to discharge or discipline any employee who violates Section 6.1. The Union agrees that the City has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some or all of the employees participating therein, depending on the individual facts of each alleged violation.

SECTION 6.4 - MANAGEMENT RESPONSIBILITY: Nothing contained herein shall preclude the employer from obtaining judicial restraint and damages in the event of a violation of this Article.

SECTION 6.5 - PICKET LINES: It shall not be a violation of this Agreement if an employee refuses to pass through legally established primary picket lines. However, the City and its employees have a responsibility towards assuring both public safety and property protection. If a bona fide emergency exists, an employee will not unreasonably refuse to cross a picket line. The City shall notify the Union of its actions when ordering an employee to cross a picket line in compliance with this Section.

ARTICLE 7

LABOR MANAGEMENT RELATIONS

SECTION 7.1 - AGREEMENTS: All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and authorized representatives of the City. Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

SECTION 7.2 - COMMITTEE: There shall be labor/management meetings for the areas of discussion set forth below. Such meetings shall be held once each six (6) months, unless mutually agreed otherwise.

The purpose of the meetings are to deal with matters of general concerns to members of the organization as opposed to individual complaints of employees. Accordingly, the committee will not discuss grievances which are properly the subject of the procedure outlined in Article 5. Areas of discussion shall include:

1. Disseminate general information of interest to the parties.
2. Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.
3. Notify the Union of changes in non-bargainable conditions of employment contemplated by the Employer, which may affect employees in the bargaining unit.

The Union representatives shall be released from work with pay to attend Labor/Management Committee meetings that are scheduled during their normal hours of work.

ARTICLE 8

DRUG & ALCOHOL POLICY/FITNESS FOR DUTY

SECTION 8.1 - DRUG AND ALCOHOL FREE WORK PLACE: It is the policy and commitment of the City of Peoria and the five named labor unions to provide an environment within the work place which is free from prohibited drugs and alcohol in order to protect the employees as well as the health and safety of the public. The City recognizes that alcohol and drug abuse is considered by many to be an illness and encourages its employees to voluntarily utilize the City's employee assistance program before such abuse affects the employee's job performance. It is specifically agreed that no employee shall be disciplined or the subject of adverse employment action for the first instance where the employee notifies the employer that he has a problem with drug or alcohol use, and voluntarily seeks assistance prior to initiation of an investigation of suspected drug or alcohol abuse by the employee or pending discipline. Such employees shall be referred by the managerial employee who is notified to the City's Employee Assistance Program for confidential counseling and treatment. The managerial employee shall not divulge any information received from the employee who voluntarily seeks the help of the Employee Assistance Program. Such voluntary referrals to the Employee Assistance Program, however, does not relieve the employee from the responsibility to adequately perform their job. In addition, voluntary submittal does not eliminate the employee from the requirements to take required drug or alcohol tests as described in Section B below.

Consistent to the requirements of the Federal Drug Free Workplace Act:

1. Any employee who consumes, possesses or distributes alcohol or controlled substance while in the workplace or while conducting City business shall be terminated from the employ of the City.
2. Any employee who fails to notify the City within five (5) days after they are convicted of a criminal drug offense for a violation taking place in the workplace or while conducting City business, will be terminated.
3. Any employee convicted of the manufacture, sale, or distribution of prohibited drugs, regardless of when or where that act takes place, will be terminated from the employ of the City.
4. The City shall endeavor to provide employees and supervisors with a positive program of drug education and to make everyone aware of help that is available for such a problem.

No employee shall be under the influence of alcohol or drugs while at work. No employee shall report to work to perform a safety sensitive function within 4 hours after using alcohol. If an employee is called in for overtime, he/she shall inform the supervisor in charge of the callout if he/she has consumed alcohol within 4 hours prior to the scheduled reporting time, or if he/she is impaired by drugs or alcohol.

A. Drug and Alcohol Testing: To further achieve the goals of the drug and alcohol policy, the City may require all employees to be subject to drug and alcohol testing prior to employment, for reasonable suspicion, as a part of physical exams otherwise requested or directed by the City, or upon completion of voluntary self referral to the City's employee assistance program or as provided:

1. As soon as practicable following an accident while operating a City vehicle or heavy equipment requiring a CDL where the accident involved loss of human life, an injury requiring immediate medical treatment at an emergency or outpatient care facility, or the operator was issued a citation for a moving violation, the employee shall be tested for alcohol and controlled substances. Alcohol tests must be performed within 8 hours following the incident and controlled substance tests within 32 hours following the incident. The employee shall remain readily available for such testing or may be deemed by the CITY to have refused to submit to testing. The employee shall not consume alcohol or controlled substances until the test occurs or the time expires.
2. Reasonable Suspicion Standard – Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based on the following:
 - 1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances
 - 2) Information relating directly to use of alcohol or controlled substances provided by an identifiable third party which is independently corroborated.
3. Random testing - The CITY shall annually random test for alcohol (25%) and controlled substances (50%) of the average number of employees of the City for all employees in the bargaining unit and their immediate supervisors.

It is the parties' intent to continue in the random testing pool at the Public Works department with the other five (5) craft and trade unions with the concurrence of those unions. If such concurrence is not approved, a separate random testing pool will be maintained.

It being the desire of the parties to protect the safety of the public and other employees, and to safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted as follows:

- (1) The City may order individual employees to submit to breath, blood or urine tests to determine the presence of alcohol and/or drugs where the City has a reasonable suspicion to believe the individual employee is then under the influence of alcohol or controlled substances. The City shall set forth in writing to the employee within 24 hours after the order to submit to the testing is given, the objective basis for such reasonable suspicion, including all objective facts and reasonable observations and conclusions drawn from those facts;
- (2) Employees ordered to submit to any drug and alcohol tests provided for under this Article shall promptly comply with the order. Refusal to submit to such tests shall be grounds for immediate discharge. The City shall present each employee, prior to issuing the order to test, this Agreement and the policy of the City concerning drug and alcohol abuse. Employees shall have the right to union representation when being ordered to submit to drug or alcohol tests. In the absence of the union steward or business manager, the employee may choose another bargaining unit employee who is available to be present

as a witness when being ordered to submit to this test(s).

(3) The City agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:

- (i) Use only a SAMHSA certified licensed clinical laboratory to test body fluids or materials for alcohol or drugs (illicit substance), and only a breath testing device and operator currently certified by the Department of Transportation;
- (ii) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of and identity of each sample and test result;
- (iii) Collect a sufficient sample of the same body fluid of material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (iv) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper procedures and testing shall be conducted to prevent the submission of a false or adulterated sample;
- (v) Confirm any body fluid sample that tests positive in the initial screening for alcohol or drugs (illicit substance) by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;
- (vi) Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his or her own choosing;
- (vii) Require that the clinical laboratory report to the physician who ordered the test, positive results only in the case where both the initial and confirmatory test results of body fluid are positive as to the same sample;
- (viii) The Medical Review Officer (MRO) shall provide each employee with the report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and other information provided to the MRO by the laboratory;
- (ix) Insure that all positive samples are maintained for a period of not less than one hundred twenty (120) days to permit additional testing at the election of the employee or union.
- (x) Body fluid specimen samples shall be sealed in front of the person providing the sample, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
- (xi) If an alcohol test reveals that there is a concentration of alcohol in the employee's blood stream (blood alcohol concentration shall mean either grams of alcohol per 100 milliliters of blood or grains of alcohol per 210 liters of breath), of .04 or more the employee will automatically be deemed "under the influence" of alcohol within the meaning of this Policy, and therefore, shall be subject to discipline under this Policy.

If an alcohol test reveals that there is a concentration less than those specified above, there is no presumption that the employee is "under the influence", but the City may discipline the employee (subject to the grievance procedure) under this policy in the presence of other indicia that the employee is under the influence. If a breath test under this Section 8.1

reveals an alcohol concentration higher than those specified above, the employee may promptly secure a blood test, which, if it contradicts the breath test result, will be paid for by the City.

- (xii) The testing or processing phase for body fluids shall consist of a two-step procedure:
- Initial screening test
 - Confirmation test

(xiii) The body fluid sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the City shall be held until the confirmation test results are obtained.

(xiv.) A body fluid specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

(xv) Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures.

(xvi) Concentrations of a drug at or above the levels established by SAMHSA for screening tests shall be considered a positive test result when using the initial immunoassay drug screening test. At the present time, these levels are:

INITIAL TEST

Level - Nanogram/Milliliter (hereafter referred to as (ng/ml))

Marijuana metabolite.....	50
Cocaine metabolite.....	300
Opiate metabolites.....	2000*
Phencyclidine.....	25
Amphetamines.....	1000

* A test for 6-Acetylmorphine will be conducted when the specimen's morphine concentration exceeds 2000 ng/ml.

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method. At the present time, these levels are:

CONFIRMATORY TEST

Level (ng/ml)

Marijuana metabolite.....	15*
Cocaine metabolite.....	150**
Opiates.....	2000
Phencyclidine.....	25
Amphetamines:	
Amphetamines.....	500
Methamphetamine.....	500***

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylecgonine

***Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

(xvii) The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrate proficiency in urinalysis.

(xviii) Employees having a negative drug test result shall, upon written request, receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file. Any initial drug test wherein the level of purported drugs is reported below that specified within the scale set forth under "INITIAL TEST" shall be considered a negative drug test by the City and no action whatsoever shall be taken against said employee under this policy. This shall not preclude the City from disciplining an employee for a correlative disciplinary offense which would otherwise subject the employee to discipline.

(xix) Each step in the collecting and processing of the drug testing shall be documented to establish procedural integrity and the chain of custody.

(xx) Where a positive result is confirmed, specimens shall be maintained in secured, refrigerated storage for at least a period of one hundred twenty (120) days.

(xxi) All records pertaining to City-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without written permission of the person whose records are sought.

(xxii) The drug tests obtained pursuant to this policy shall be confidential in nature, shall be solely for employment purposes and shall not be utilized in any civil or criminal proceeding (unless required to be released pursuant to court order).

(xxiii) If an employee is required to leave work to take a drug/alcohol test, the City will pay the employee for time lost from scheduled work for that day.

(xxiv) For random drug tests the following additional conditions shall apply:

a. The CITY will contract with an independent third party to provide random selection services through use of employee social security numbers. The CITY shall determine how many dates the random testing shall occur on, and the actual dates shall be selected by a random number generator.

b. To maintain the security of the selection system, the contractor shall deal exclusively with the Risk/Safety Manager of the City, or in his/her absence, his/her designee, for purposes of notifying the CITY of testing dates and individuals selected, verifying and updating the pool and supplemental selection of employees, if necessary. The Risk/Safety Manager may oversee another employee, who has been trained in the applicable procedures, in the performance of the actual duties outlined in this section.

c. When the City contact person is notified by the contractor of the employees to be tested, he/she shall promptly require them to report to a designated collection site to provide specimens of breath and/or urine as required by the selection.

d. Any employee selected who is on or who was granted authorized time off which was applied for and approved prior to notice to the City of the date of the test shall be required to report to the collection site on his/her first day back from pre-

approved leave. Any employee who requests leave of any type after the City has been notified on the testing date shall be required to report to the collection site on the shift he/she would otherwise have been required to report unless he/she is excused by the Traffic Operations Manager for good cause shown. Any employee so excused shall be required to report to the collection site on his/her first day back to work.

e. When an employee is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her supervisor. For purposes of drug testing, he/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens. For purposes of alcohol testing, he/she shall supply a breath sample sufficient for a breath alcohol test. All breath alcohol testing shall be performed by a DOT certified operator employed by an independent third party which either operates or is affiliated with the NIDA certified laboratory selected for drug testing. All breath tests shall be performed on a DOT certified breath analysis machine. In the event that the initial breath test shows a result of .02 or greater, a second test shall be performed. Only if the second test shows a result of .04 or greater shall it be considered a positive result.

(4) Except as provided herein, the parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs.

(5) The City agrees to maintain all records concerning drug or alcohol problems of its employee in the utmost confidence, releasing such information only upon written authorization of the affected employee or to other management personnel on an as needed basis, or upon proper court order.

B. Discipline/Rehabilitation: The parties agree that the decision as to whether an employee will be disciplined and/or referred for treatment and rehabilitation shall be based upon the employee's length of service, the nature and extent of the problem and all other relevant factors on a case by case basis. Violation of any of the provisions of this Policy may be considered "just cause" for discipline. If, as a result of the investigation and/or completion of a positive alcohol or drug test, just cause is present, discipline may be imposed, but no more harshly than as follows (NOTE: Discipline shall be subject to the grievance procedure under the collective bargaining agreement):

Offense

Discipline

First Offense: Discipline up to and including discharge; the specific level of discipline to be determined by the factors listed above. The City 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 the discipline.

Second Offense: Termination.

NOTE: An employee who voluntarily completes treatment for alcohol or a drug problem in the

Employee Assistance Program pursuant to Section 8.1 shall be subject to periodic random drug and alcohol testing for one (1) year from the date of entering treatment.

SECTION 8.2 - PHYSICAL & MENTAL FITNESS: It shall be the responsibility of each employee to maintain the standards of physical and mental fitness required for performing his job. Whenever the Employer has a verifiable just cause to suspect that the physical or mental condition of an employee is endangering his own health or the safety of fellow workers, the employee may be requested to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his physical condition relative to City employment.

SECTION 8.3 - POLYGRAPH TEST: No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall they be subject to discipline for the refusal to take such.

SECTION 8.4 - EMPLOYEE ASSISTANCE PROGRAM: The City agrees to provide an Employee Assistance Program to assist employees who are experiencing personal problems, which the employee believes, may be affecting his job performance. This program is available to all employees and their immediate family. Except as provided otherwise in this Agreement, employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluation, discipline or promotions. Participation in the program shall not be used as an excuse for poor job performance.

ARTICLE 9 **SENIORITY**

SECTION 9.1 - DEFINITION OF SENIORITY: City seniority shall mean the continuous, full time employment with the employer beginning with the latest date of hire with the employer and shall include layoffs and other periods of absence authorized by and consistent with this Agreement. To accommodate earlier definitions of seniority for older employees, it is further agreed that persons employed as of the effective date of this Agreement shall retain City seniority dates as presently held. City seniority is to be used to determine the amount of fringe benefits earned.

Each employee covered by the Agreement shall have a seniority date that measures the length of continuous employment with the City while performing the work assigned to Local 51. Such seniority date is subject to Section 9.3 below. Union seniority may be used for the purpose of shift assignments, work duties, selection of time off, selection of vacation times and for lay-off/recall.

SECTION 9.2 - TERMINATION OF SENIORITY: Seniority and the employment relationship shall be terminated when an employee:

- (a) Quits, resigns or retires;
- (b) Is discharged (unless reversed by grievance procedure);
- (c) Is absent without leave for three (3) consecutive working days without notifying the City except where the failure to notify is due to circumstances beyond the control of the

employee;

(d) Is laid off for a period of time which exceeds two (2) years or is laid off and fails to report for work within fourteen (14) working days after having been recalled by certified letter to last known address, except where the failure to return to work is due to circumstances beyond the control of the employee and the employer has been so notified.

SECTION 9.3 - TRIAL EMPLOYMENT: When an employee accepts City employment outside of the work covered by this Agreement and returns within six (6) months, their Union seniority shall be deemed continuous. If they return after the end of six (6) months, their Union seniority shall start at the time they return to the Union position.

SECTION 9.4 - SENIORITY LIST: The City shall maintain and keep current, a roster of the employees showing the applicable employment seniority for each employee. This roster shall be made available by request of an authorized Union representative at reasonable times during regular City business hours.

ARTICLE 10 **PROBATIONARY PERIODS**

SECTION 10.1 - PROBATIONARY PERIODS: All new appointed employees will serve an original probationary period of six (6) months. Temporary and/or part time employees do not serve, nor ever complete, probation. Whenever an employee is promoted to another position within the bargaining unit, the employee will serve the probationary period required for the new position.

Temporary employees who work for the City more than one thousand (1000) hours in a twelve (12) month period will be enrolled in the Illinois Municipal Retirement Fund (IMRF). The employee will have the statutorily required employee contribution (currently 4.5% of hourly pay/salary) deducted from his hourly pay/salary on a tax deferred basis. The statutorily required employer contribution for the City (currently 13.71% of hourly pay/salary for 2009) for this pension will be deducted from its NEAP annuity fund contribution or other funds in the outside scale labor agreement.

SECTION 10.2 - ORIGINAL PROBATION: At least twice during the probationary period (at 3 months and at 6 months), the supervisor shall give each probationary employee a written and oral evaluation of his work. Should a new employee's performance be judged unsatisfactory, the employee may be terminated. The decision of the City to retain or dismiss the employee shall be final and binding on all parties. This notification is to be made within two (2) weeks of the end of the probationary period.

The City may adjust the probationary period by the length of time equal to the length of any authorized leave of absence or other approved breaks in service taken by the employee during the probationary period. If break in probation is more than two (2) months, the City may require the entire probationary period be restarted.

SECTION 10.3 - PROMOTIONAL PROBATION: The rules regarding evaluations for original probationers also apply to promotion. Should an employee, who was promoted from

another classification within the same bargaining unit, not complete his probationary period, he shall be reinstated to his former position from which he was promoted.

ARTICLE 11

LAYOFF AND RECALL

SECTION 11.1 - NOTICE: Subject to the following, it is understood and agreed that the City retains the exclusive right to determine appropriate staffing levels and reserves the right to contract out work it deems necessary:

A. If the employer adjusts staffing levels downward (during the month of December), it shall notify the Union twenty 20 days prior to the intended effective date of the planned layoff. For the remainder of the year, a thirty (30) day notification period shall apply. The employer and Union will promptly meet to discuss alternatives and/or exceptions to Section 11.2. If alternatives to lay off are not found, employees to be laid off will be notified ten (10) working days prior to the effective date of the layoff.

B. Where contracting out would result in the layoff of existing bargaining unit employees, the City will notify the Union at least 60 days before such contracting and will offer the Union an opportunity to meet and discuss the matter before the date of any existing bargaining unit employee is laid off as a direct result of such contracting out. Such good faith bargaining may include, among other items, the relative economic costs and the effects of such action upon existing bargaining unit employees who may be laid off as a result of such contracting. The grievance and arbitration procedures set forth in this Agreement may be implemented should the parties fail to reach agreement during bargaining.

C. The length of notice or the duty to bargain contained in paragraphs A and B, do not apply to periods of declared emergency (natural and/or man made disasters) situations.

SECTION 11.2 - PROCEDURE FOR LAYOFF/RECALL: Prior to any lay-offs, bulb changing duties would be returned to the persons represented by Local #51. Without regard to labor classification (Electrician, Lead Electrician), the employee with the least amount of union seniority within the City employment will be removed from the job first, provided that the remaining employee(s) then possess the ability to perform the work expected of that job classification.

ARTICLE 12

EMPLOYEE DISCIPLINE

SECTION 12.1 - EMPLOYEE DISCIPLINE: The City shall use the principles of progressive discipline to improve employee behavior and/or performance. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. It should also be recognized that when using the principle of progressive discipline, all aspects of performance are taken into consideration. Individual infractions standing alone, may not warrant action beyond the first level, but when viewed cumulatively with other warnings, more extreme action may be appropriate.

Disciplinary action may be taken in any of the following forms:

- (1) Verbal warning will be documented for future reference

- (2) Written reprimand
- (3) Suspension
- (4) Dismissal

(a) Disciplinary Action: No post-probationary employee shall be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Discipline shall be administered in a timely manner depending on the circumstances of such discipline.

(b) Right to Representation: Employees shall have the right to Union representation at all meetings with the City where the employees reasonably fear that disciplinary action may result. No suspension or dismissal will occur without a prior offer to the employee to provide Union representation. Should the Union steward or business manager be unavailable, the employee may select another employee from the unit to act as witness.

(c) Notification: In the event that disciplinary action is imposed. The employer shall furnish the employee and the Union with a copy of disciplinary reports.

(d) Personnel Department Records: Records of oral and written warnings imposed shall be removed from an employee's record if from the date of the discipline two years pass without the employee receiving discipline for like offense.

ARTICLE 13

RESIDENCY REQUIREMENT

SECTION 13.1 – RESIDENCY: Employees hired on or prior to October 13, 1986 shall establish and maintain their principal place of residence within Peoria County or within a twenty (20) mile radius of Peoria City Hall. Employees hired after October 13, 1986 shall establish and maintain their principal place of domicile in the City within 30 days of the end of their probationary period or one (1) year whichever is greater. At the conclusion of five (5) full years of active service and of Peoria city limits residence, they may establish and maintain their principal place of domicile within the City of Peoria or outside the City within a twenty (20) mile radius of Peoria City Hall.

Employees hired after December 1, 2005 who meet the requirements to establish and maintain their principal place of domicile outside the City within a twenty (20) mile radius of Peoria City Hall, and who elect to establish and maintain such principal place of domicile, shall forfeit two percent (2%) of their hourly wage rate during the time that such principal place of domicile is maintained outside Peoria city limits.

An employee hired after December 1, 2005 will reinstate the two percent (2%) hourly wage forfeiture by reestablishing and maintaining his principal place of domicile within Peoria city limits.

An employee's unauthorized residency outside the city or county or twenty (20) mile

radius from Peoria City Hall in violation of the residency requirements shall be grounds for immediate dismissal. For the purpose of this Article, an employee's place of residency shall be considered to be his principal place of domicile.

The need to establish residency within the probationary period may cause an extreme hardship on individuals. In such cases, the Department Head may grant extensions of the time limit, not exceeding one year.

ARTICLE 14 **HOLIDAYS**

SECTION 14.1 - HOLIDAYS: The following are paid holidays for employees and will be observed on these dates:

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
New Years Day		1/01/09	1/01/10	** 12/31/10	1/02/12	1/01/13
Dr. MLK Day		1/19/09	1/18/10	1/17/11	1/16/12	1/21/13
Good Friday		4/10/09	4/02/10	4/22/11	4/06/12	3/29/13
Memorial Day		5/25/09	5/31/10	5/30/11	5/28/12	5/27/13
Independence Day		7/03/09	7/05/10	7/04/11	7/04/12	7/04/13
Labor Day		9/07/09	9/06/10	9/05/11	9/03/12	9/02/13
Veterans Day		11/11/09	11/11/10	11/11/11	11/12/12	11/11/13
Thanksgiving Day		11/26/09	11/25/10	11/24/11	11/22/12	11/28/13
Day after Thanksgiving		11/27/09	11/26/10	11/25/11	11/23/12	11/29/13
Christmas Day	12/25/08	12/25/09	12/24/10	12/26/11	12/25/12	12/25/13

If a holiday falls on a Saturday, it will be observed on Friday, and if the holiday falls on Sunday, it will be observed on Monday. **New Years Day 2011 will be observed in 2010 consistent with this language.

SECTION 14.2 - HOLIDAY BENEFITS ELIGIBILITY: To be eligible for holiday benefits, an employee must work his last regularly scheduled day before and his first regularly scheduled day after the holiday, unless he is on an approved leave of absence.

SECTION 14.3 - TIME OFF/COMPENSATION: All regular full time employees shall be allowed off work, without loss of pay, for each named holiday. If an employee is required to work on the holiday, they will either receive an additional day of extra compensation or scheduled for a different day off work without loss of pay. The employee who works a holiday, and wishes to have a different day off work, may select any day to observe the holiday, subject only to the employers normal scheduling rules. All work on a holiday is paid at a rate of time and one half. An employee on standby will receive this same rate for all hours worked on a holiday that are within his regular shift starting and quitting times.

ARTICLE 15 **PERSONAL DAYS**

SECTION 15.1 - PERSONAL TIME CREDIT: Effective January 1st of each year, employees will be credited with either 32 or 40 hours, based on start dates, to be used for personal reasons.

In the first calendar year of employment, no credits will be granted. On January 1st of the first, second, third and fourth full year of employment, the employee will be granted 32 hours of personal time for use in the year. Each year beginning with the fifth full year of service, employees will be granted 40 hours of personal time for use during the year.

SECTION 15.2 - USE OF PERSONAL TIME: The use of time off in observance of a personal day is subject to the reasonable scheduling needs of the department. Except in emergencies or a lack of work situation, employees shall request the use of personal time off in advance of the day to be observed. If not properly requested, personal pay shall be denied. Personal time, if not used in the year granted, will be lost.

ARTICLE 16 **VACATIONS**

SECTION 16.1 - ACCRUALS: Full time employees shall accrue vacation leave for use in the following calendar year, according to this schedule:

<u>YEARS OF SERVICE</u>	<u>40 HOUR/WEEK EMPLOYEES</u>
thru the 5 th year	6.67 hrs/mth
beginning 6 th year	7.34 hrs/mth
beginning 7 th year	8.00 hrs/mth
beginning 8 th year	8.67 hrs/mth
beginning 9 th year	9.34 hrs/mth
beginning 10 th year	10.00 hrs/mth
beginning 11 th year	10.67 hrs/mth
beginning 12 th year	11.34 hrs/mth
beginning 13 th year	12.00 hrs/mth
beginning 14 th year	12.67 hrs/mth
beginning 15 th year	13.34 hrs/mth

If an employee begins service prior to the 15th of the month, he will be given vacation credit for the full month. Those new employees who have not earned vacation credit entitling them to two weeks vacation may be allowed two weeks, but they will be compensated only for the vacation credit earned in accordance with the provisions of this Article.

Employees shall accrue vacation leave on a monthly basis. They shall not accrue vacation leave, however, in any month in which they are absent for the entire calendar month without leave, on a leave of absence without pay. Vacation will continue to accrue for the first six (6) months when an employee is off the job due to an on the job injury, and will begin again when the employee returns to work.

SECTION 16.2 - VACATION SCHEDULING: Current practice pertaining to scheduling of vacations shall remain in effect during the term of this agreement.

SECTION 16.3 - SEPARATION: Employees who resign, retire, or are otherwise permanently separated from the service of the City, shall receive payment for all of their accumulated vacation leave hours upon their separation from employment with the City. In the event of an employee's death, this payment shall go to the employee's beneficiaries.

The amount of this payment for these accumulated vacation leave hours shall be calculated based upon the employee's rate of pay in effect for his regular position on the last day of his employment.

SECTION 16.4 - CARRY-OVER: Vacation must be taken the year following its accrual. Effective with 1990, no carry-over, other than those mentioned in this Section, will be allowed. Exceptions:

1. The carry-over of accruals of 40 hours or less to the following year's entitlement shall be automatic. Vacation hours carried over shall be taken during the first quarter of the next year or will be lost.
2. If vacation time has been approved and later denied for emergency reasons, the employee may elect to carry vacation over to the following year.
3. If an employee is receiving worker compensation, or is off work due to an extended illness, and not expected to be released to return to work soon enough to take their earned vacation, that employee may elect to carry over such vacation into the following year. However, such employee must schedule his vacation in the first part of the new year, and will be granted a period of time to do so which is equal to the time away from work in the preceding year.

SECTION 16.5 - ADVANCE CHECK: Requests to receive advance paychecks for vacation purposes must be approved by the employee's Department Head and must be submitted to the City thirty (30) days prior to the pay day on which the check is requested.

ARTICLE 17

SICK LEAVE/DISABILITY BENEFIT

SECTION 17.1 – ACCRUAL: Full time employees shall accrue sick leave on a basis of 6.67 hours per month. They shall not accrue sick leave, however, for any full month of absence due to a leave without pay, or suspension. They shall accrue sick leave, however, during the first six (6) months when an employee is off the job due to an on the job injury, and will begin again when the employee returns to work.

Employees shall be allowed to accumulate sick leave, without limit, for use as sick leave.

SECTION 17.2 – USE: Employees shall be allowed sick leave when they are suffering from a non-work related illness, injury, disability, or appointments with doctors, dentists or other medical practitioners. An employee may also use sick leave for absences necessitated by illness, injury, or exposure to contagious disease by a member of his immediate family.

Immediate family is defined as parents, spouse, children (including step children and current foster children), grandchildren, grandparents, brothers and sisters of the employee and the parents of the

employee's spouse. Presence of the employee must be actually and immediately required for bona fide serious circumstances or emergencies as reasonably determined by the City and absence from duty shall not exceed the period of actual need. Sick leave, disability leave, and injury leave are not to be taken concurrently; only one of the three types may be taken at any one time.

SECTION 17.3 – ELIGIBILITY FOR PAY: In order to get sick leave with pay, each employee covered by this agreement agrees to (1) report promptly to the department or division head or his designee the reason for the absence; (2) to keep the department or division head informed of the condition; (3) to use sick leave only for sickness, injury or disability of the employee or his family as stated above.

SECTION 17.4 – CERTIFICATION: If the City has reasonable grounds to believe that sick leave is being abused, it may at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to medical reasons. Any employee who is sick three (3) consecutive work days, shall be required to secure and submit a physician's release certifying that he is fit to return to work if requested. This release must be submitted to the employee's department head upon return to work.

The City shall have the right, at its discretion, to verify the report of employees or the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.

SECTION 17.5 – ABUSE OR EXCESSIVE USE OF SICK LEAVE: It is understood that the abuse of sick leave shall constitute just cause for progressive disciplinary action, up to and including discharge. In this regard, it is both the responsibility as well as the intent of the City to take such corrective action.

Sick leave will not be granted to an employee for the purpose of being compensated for employment elsewhere. Employees who engage in employment elsewhere during such leaves will be terminated by the City.

SECTION 17.6 - ELIGIBILITY FOR ANNUAL GOOD ATTENDANCE INCENTIVE

- A. Effective January 1, 2009 a non-probationary employee hired after December 31, 1998 shall be eligible for good attendance incentive payments based upon the number of sick leave hours that the employee used during the previous calendar year. In addition, an employee hired before January 1, 1999 shall be eligible to opt into the annual incentive plan as described in paragraph B of this Section.

An employee whose sick leave usage qualifies them shall receive attendance incentive payments into their RHS Account based upon the number of sick leave hours used during the previous calendar year. Payments shall be made according to the following schedule:

Sick leave hours used in previous Good Attendance Incentive calendar year:

0 - 8 hours used	40 hours paid
8.01 - 16 hours used	32 hours paid
16.01 - 24 hours used	24 hours paid
24.01 - 32 hours used	16 hours paid
32.01 or more hours used	0 hours paid

In addition to the above payments made into the employee's RHS account, any sick leave hours accrued during the calendar year which are unused or not paid into the employee's PEHP Account shall be added to the employee's accrued sick leave bank up to the limits prescribed in Section 17.6A (Good Attendance Career Buy Back Plan).

Sick Leave donated in accordance with Section 17.7 shall not be considered as "sick leave hours used" by the employee donating such leave in the determination of the employee's appropriate Good Attendance Incentive. The hours in the donating employee's sick leave balance must equal or exceed the Good Attendance Incentive in order for payment to be made.

B. An employee hired before January 1, 1999 shall have the option to remain under the existing Career Buyout Plan in Section 17.7, or to opt into the Annual Good Attendance Incentive Plan. Such employee who opts into the Annual Good Attendance Plan shall receive the annual incentive payments for which he is eligible and shall be eligible for the Good Attendance Career incentive described in Section 17.8. Such option into the Annual Good Attendance Incentive Plan or determination to remain in the existing Career Buyout Plan shall be irrevocable. An employee who does not opt into the Annual Good Attendance Incentive Plan shall receive the Career incentive payments described in Section 17.7.

SECTION 17.7 - PAYMENT FOR UNUSED SICK LEAVE: Employees who complete probation and are separated for any reason will be compensated for unused sick leave upon separation on the following basis:

1. For employees who retire, retire on disability pension or resign after vesting in the pension plan on or before December 31, 2008, seventy-five percent (75%) of their sick leave pay out accumulation may be left with the City, to the extent permitted by law, in a non-taxable fund to be used for the payment of their retiree health insurance premiums or taken in cash at the option of the employee. The remaining twenty-five percent (25%) shall be left with the City, to the extent permitted by law, in a non-taxable fund to be used for the payment of retiree insurance premiums should the employee choose to continue coverage. If the employee irrevocably elects to drop out of the plan, they may take all of their sick leave payment upon separation as provided for in paragraph 3. An employee may choose to set aside more than twenty-five percent (25%) for the health insurance premiums at their election. In the event of the death of a retired employee, the spouse shall be given the same options.

Effective January 1, 2009 the option to leave sick leave pay with the City in a non-taxable fund for the payment of retiree health insurance premiums shall be discontinued. Unused

sick leave pay shall be made in accordance with paragraph 3 of this Section and Section 17.8, whichever is applicable.

2. For employees who are not retiring, retiring on disability or who have not vested in a pension plan at the time of separation, and who did not elect the Good Attendance Career Buyback/Good Attendance Incentive Plan when first eligible , their payment for unused sick leave shall be as provided for in paragraph 3.

3. Payments as provided for below will be made upon the actual sick leave balance up to the employee's maximum pay out accumulation and shall be paid on the following basis:

<u>1-25 days - 20%</u>	<u>51-75 days - 60%</u>
<u>26-50 days - 40%</u>	<u>76 and up - 80%</u>

Payment for employees will be computed as a percentage of average career salary.

Maximum payout accumulations shall be made for: all hours over 960 hours shall be compensated at sixty (60%) and paid by the Employer to the employee's RHS account.

4. If legislation is enacted eliminating the obligation of retired employees to pay health insurance premiums, any retired employee or spouse of a deceased retired employee who has a balance remaining in the plan shall have the option of receiving that balance in cash or leaving it in the plan to pay other health care costs.

SECTION 17.8 – GOOD ATTENDANCE CAREER BUYBACK PLAN

Employees covered by or participating in this Plan may accumulate up to 607 hours for buy back purposes. Payment for unused sick leave hours up to the maximum allowed shall be made on the following schedule:

<u>1-125 hours</u>	<u>20%</u>
<u>126-255 hours</u>	<u>40%</u>
<u>256-380 hours</u>	<u>60%</u>
<u>381-607 hours</u>	<u>80%</u>

All hours accumulated by an employee over 607 hours shall be compensated at sixty (60%) and paid by the Employer into the employee's RHS account.

An employee hired before January 1, 1998 who has more than 607 hours unused sick leave on January 1, 2008 and who opts for the Annual Good Attendance Incentive Plan shall have the option to select the Career Buy Back Plan in Section 17.7 or the Good Attendance Career Buyback Plan. Such option shall be irrevocable.

SECTION 17.9 – SICK LEAVE DONATION: An employee in the bargaining unit may donate sick leave to another employee in the bargaining unit who has exhausted all paid vacation, personal and sick leave and is in documented need of sick leave due to a serious health condition

as defined by the Family and Medical Leave Act (FMLA) of 1993. The paid leave time will be valued at the donating employee's current rate of pay, and will then be converted to the appropriate amount of time based on the donee's current hourly rate of pay (i.e. one hour for one hour).

An employee who has exhausted all paid leave may request donated sick leave at any time for a documented period of sick leave. However, donated sick leave will not be retroactive and will only be applicable from the date of the request or the date that paid leave was exhausted, whichever occurs later, and must be made prior to the employee's return to work from sick leave. In the event that an employee is medically unable to request donated sick leave, such request may be made in the employee's behalf by a coworker or a member of the employee's immediate family.

Donated sick leave for an employee will be applied and deducted on a rotating basis from the accrued sick leave balances of donors. A donor may rescind his donated sick leave authorization at any time prior to its deduction from his accrued sick leave balance.

Donated Sick Leave Time shall be permitted up to twelve (12) months after the employee has exhausted all of his paid leave.

Sick Leave shall not be donated to another employee who is off work due to work-related injury or illness.

ARTICLE 18

OTHER PAID LEAVE

SECTION 18.1 - JURY DUTY: City employees who have been called for jury duty will be paid their regular wages during the term of their service on the jury. To be eligible for pay, the employee must give the City advance notice of their intended absence. If a person misses work as a result of jury service, they must turn over to the City Treasurer all monies received from the court (excluding travel pay).

SECTION 18.2 - DUTY INJURY LEAVE:

Duty Injury Leave With Pay: Employees who are off work, due to a work related illness, injury or disability shall be allowed a paid duty injury leave at full pay of up to 3 calendar days per year. At the conclusion of this 3-day leave period, they shall be eligible to receive workers compensation pay, in the manner and to the extent such is provided and required by applicable law.

It is the responsibility of all employees requesting paid duty injury leave to properly notify or cause notification to be made to their supervisor as soon as is reasonably possible, and to complete or cause to be completed any required duty injury and/or accident report forms.

It is understood and agreed by the City and the Union that the duty injury leave period shall not commence until the start of the next regularly scheduled work day immediately following the work day during which the duty related injury occurred. Furthermore, and in this same regard,

when employees who suffer duty-related injuries are authorized to leave work because of such injuries, they shall nonetheless, receive their regular pay and benefits for that full work day.

Duty Injury Leave Certification and Approval: All employees requesting a paid duty 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 could return to work on at least a limited duty basis.

The City shall have the right, at its discretion, to verify the report of the attending physician concerning the work connected illness, injury or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness, injury or disability.

The decision of the City and benefits concerning workers compensation may be appealed by the employee in accordance with applicable law.

Furthermore, if either this physician or the employee's physician certifies that the employee is capable of working on at least a limited duty basis, then the City shall have the right to require that the employee return to work on a limited duty basis. Regular employees shall not be displaced due to light duty assignments.

If the two physicians disagree on the opinion to return an employee to work, the Union and Employer will mutually select a third doctor whose opinion will be binding on the parties (cost of third doctor split 50/50 between the parties).

SECTION 18.3 - MILITARY LEAVE: Military leave shall be granted in accordance with applicable law. An employee who is a member of a reserve unit will be granted leave with pay, not to exceed two weeks in any one calendar year, for annual training sessions, provided that reasonable notice is given.

Military earnings for the two week period must be submitted and assigned to the Employer. If military pay exceeds the employee's earnings for the period, the Employer shall return the difference to the employee.

The City will provide the applicable compensation for annual training, basic training and up to sixty (60) calendar days of advanced or special training as required under 5 ILCS 325, Military Leave of Absence Act.

SECTION 18.4 – BEREAVEMENT LEAVE: All permanent full time regular employees shall be eligible for up to three days paid bereavement leave in the event of a death of a member of the employee's immediate family. Immediate family is defined as parents, spouse, children, grandchildren, grandparents, brothers and sisters, and in laws. If additional time off is needed, the employee's department head may approve the employee's use of accrued vacation and/or personal leave. Upon request, the employee will provide substantiating documentation of the need for the leave.

SECTION 18.5 - BENEFITS WHILE ON PAID LEAVE: All benefits will accrue while an employee is on a leave with pay.

SECTION 18.6 - FAMILY MEDICAL LEAVE ACT: The City and the Union agree to work together to comply with all Federal regulations governing Family and Medical Leave. Eligible employees will be entitled to twelve weeks of Family and Medical Leave per twelve month period for covered reasons. All aspects of the leave will be governed by the Federal Regulations unless mutually agreed otherwise.

For purposes of administration, the year period shall be a rolling twelve month period. All time off taken by an employee shall be counted towards the required twelve weeks of Family and Medical Leave if it is for one of the covered areas. Employees shall be required to use all accrued leave time prior to going on unpaid status. Benefits shall not accrue for any time the employee is on unpaid status.

ARTICLE 19 **UNPAID LEAVES**

SECTION 19.1 - LEAVE OF ABSENCE: The City Manager may, at his discretion, grant a leave of absence, not to exceed three (3) months, to any bargaining unit employee for good and sufficient reason. No benefits will accrue for any month the employee is off work all month on an unpaid leave and the employee must pay the appropriate health plan contribution rate for each month they perform no work.

SECTION 19.2 - WORKERS COMPENSATION PAY: Upon the expiration of the maximum duty injury leave period, employees shall be eligible to receive workers compensation pay, in the manner and to the extent such is provided and required by applicable law. The terms, conditions, procedures and requirements set forth concerning "Duty Injury Leave Certification and Approval", and "Duty Injury Leave Release", shall also apply with respect to requests and claims for workers compensation pay. Paid time off while on workers compensation leave shall accrue for the first six (6) months only. Persons returning from workers compensation leave will be returned to their former position.

ARTICLE 20 **HOURS OF WORK**

SECTION 20.1 - GENERAL PROVISIONS: A normal work day for full time employees shall consist of eight (8) hours per day for employees normally scheduled to work five (5) days per week; and ten (10) consecutive hours per day for employees scheduled to work four (4) days per week. Work days shall be scheduled consecutively and the standard work week shall be forty (40) hours per week.

SECTION 20.2 - OVERTIME: Employees shall work extra hours when authorized and directed. Extra hours on a job shall continue to be allocated according to the practice of the individual union affected. A change in the allocation system for overtime is to be by mutual consent. All employees required to work overtime shall receive pay at the rate of time and one half. Overtime is defined as hours worked in excess of the normal work day or the standard work week, as defined in Section 20.1.

SECTION 20.3 - CALL BACK PAY: Any employees contacted outside his/her normal work shift to be called into work shall be paid at the overtime rate for a minimum of two (2) hours. This provision shall not be implemented when overtime is scheduled on their regular work shift and is consecutive with their regular work shift.

SECTION 20.4 - STANDBY: Bargaining unit employees who are required to standby for a one week period, will receive standby pay for the 7-day period they are required to be on standby. Standby duties and pay shall be rotated weekly among bargaining unit employees qualified to do the work. Standby hours are not to be confused with overtime. Standby pay will be included in the wages on which longevity pay is calculated. Effective December 1, 2005 the rate of pay for each full week of standby will be \$400.00. The two (2) hour call-out provision will be utilized whenever the hours worked covered by standby pay exceed eight (8) hours in the one week standby period.

The standby pay and procedures will be as follows:

A. On call-outs to signals which are under contract to outside companies or outside the City limits:

1. The employee will be paid at premium rate with a minimum of two hours portal to portal for each call-out that is outside the City limits, or for signals under contract to outside companies and emergency street light work for Ameren-Cilco (under current contract) or installing contractor, will not or can not respond to or that poses endangerment to human life or property, whether inside or outside the City limits. Additional assignments received while on a call-out will be considered a part of that call-out for purposes of the minimum.
2. The City will immediately call the contractor to report the trouble call.
3. The City does indemnify City employees from civil suits by contractors for maintenance work on contractor's equipment. The City will tell contractors to not padlock controllers, but until there is full compliance, signalmen may be required to cut contractor locks in order to service the equipment.

SECTION 20.5 - PYRAMIDING OF HOURS: There shall be no pyramiding or duplicating of overtime provisions. Hours compensated under one overtime provision shall be excluded from any other overtime provision. When two or more provisions requiring the compensation of overtime rates are applicable, the single provision most favorable to the employees shall apply.

SECTION 20.6 - SCHEDULING PRACTICES: Existing scheduling practices with respect to the length of the normal work week, starting and quitting times, lunch periods, days off, shifts, and overtime distribution shall continue during the term of this Agreement. Any change in the current scheduling practices and starting times will only be done by mutual agreement.

ARTICLE 21 **INSURANCE**

SECTION 21.1 - HEALTH INSURANCE: The subject of health insurance has been deferred to the City of Peoria Joint Labor/Management Healthcare Committee by separate agreement.

ARTICLE 22
HEALTH & SAFETY

SECTION 22.1 - TREATMENT COSTS: Employees injured or exposed to illness and other health related hazards during their work hours and the performance of their duty shall be provided with all necessary medical treatment as per the Illinois Worker Compensation Act.

SECTION 22.2 - NOTICE OF EXPOSURE: The City shall notify all employees immediately upon discovery that they may have been exposed to a contagious disease, illness or health related hazard during their hours of work and the performance of their duties. The City shall take appropriate counter-measures for the protection of employees and their families in such cases.

If an employee is exposed to blood or other potentially infectious materials, the employee shall adhere to the City's current policy on Bloodborne Pathogen Exposure.

ARTICLE 23
LIFE INSURANCE

SECTION 23.1 - GROUP TERM LIFE INSURANCE COVERAGE: During the term of this Agreement, the City shall provide each full time employee with a paid Five Thousand Dollar (\$5,000) group term life insurance policy which has an additional \$5,000 accidental death and dismemberment clause. Effective January 1, 2003, the amount of group term life insurance provided shall be increased to \$10,000 per full-time employee.

SECTION 23.2 - RIGHT TO SELECT CARRIERS: The City reserves the right, at its sole discretion, to select the insurance company through which such group term life insurance policy is to be issued, and to change this insurance carrier. In this same regard, the City also reserves the right, at its sole discretion, to provide such group term life insurance benefits through its own self-insurance program.

When the City's group term life insurance benefit is provided through an insurance company, the benefit shall be subject to the provisions of the policy between the City and the insurance carrier.

ARTICLE 24
MISCELLANEOUS PROVISIONS

SECTION 24.1 - DRIVER'S LICENSE: All employee classifications covered by this Agreement requires the ability to drive legally, therefore, appropriate driver's license are required and employees shall be required to obtain, maintain, and periodically prove they still possess the license required for this type of work. Should an employee surrender his license as bail, or in any manner have the license suspended or revoked, he must immediately inform the Employer. The Employer is under no obligation to provide work for a person who does not have a valid driver's license, but will attempt to provide work on a short term basis. Said employee's failure to inform the City of a surrendered, suspended or revoked license may result in disciplinary action, up to and

including termination.

SECTION 24.2 - SERVICE OF NOTICES: Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated, unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

Matthew Moore
Business Representative
IBEW Local 51
301 E. Spruce Street
Springfield, IL 62703

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

Joseph F. Smith
Labor Relations Manager
City of Peoria
419 Fulton St.
Peoria, IL 61602

SECTION 24.3 - RULES AND REGULATIONS: Nothing in this Agreement shall be deemed to restrict the right of the Employer to establish reasonable rules and regulations governing the conduct of employees and the performance of their duties, provided such rules and regulations are not inconsistent with the terms of this Agreement. Employees shall abide by such rules and regulations. The Employer agrees to provide all employees with individual copies of all rules and regulations, orders and other memoranda establishing requirements for the employees in the performance of their duties, keeping the same current and up-to-date. The City will furnish the Union a copy of changes in the aforementioned rules, regulations, orders and memoranda 7 days in advance of the publication and advise them of the intended implementation date. All changes are subject to grievance procedure.

SECTION 24.4 - PERSONAL USE OF CITY PROPERTY: The unauthorized use of City property is prohibited (i.e. use of City computer for personal gain, profit, or hand tools for use at home).

SECTION 24.5 - TELEPHONE: All employees are required, as a condition of employment, to obtain and maintain an operating telephone at their place of residence. Mobile phones or cellular equipment which can be answered from the residence satisfy the criteria of this Section.

SECTION 24.6 - PAYROLL DEDUCTIONS: If the employee so desires, the payroll division may make certain deductions from his check. Among these are savings and payments to the credit union, United Way contributions, employee clubs, union dues and assessments and programs, insurance, and additional withholding tax. All deductions must be requested in writing,

dated, and signed by the employee.

SECTION 24.7 - DISTRIBUTION OF AGREEMENT: The City agrees to distribute copies of the Agreement to all bargaining unit employees.

SECTION 24.8 - PARKING: The Employer shall provide an area for free parking at Dries Lane. The parking area shall be located in an area where safety and security hazards have been minimized to the level inherent for the area of the place of employment.

SECTION 24.9 - CAFETERIA PLAN: The City shall establish a Section 125 Qualifying Cafeteria Plan (under Section 125 of the Internal Revenue Code) for employees represented by Local 51. Contributions to the Plan may be used by the employees to pay toward their portion of health insurance premiums, qualifying medical expenses and qualifying child care expenses.

ARTICLE 25 **CLOTHING & EQUIPMENT**

SECTION 25.1 - CLOTHING AND SAFETY EQUIPMENT: During the term of this Agreement, the Employer shall provide the following clothing and equipment allowances.

- 1) Effective December 1, 2008 the City will provide \$450.00 annually to each employee for uniforms and regular work clothes, foul weather gear, and safety shoes to be purchased on account from a City designated supplier. Any additional amount will be paid by the employee. Effective December 1, 2011 this annual allowance shall be increased to \$480.00.
- 2) The City agrees to provide required fire retardant personal protective clothing at no cost to the employee.
- 3) Safety glasses in an amount up to \$65 annually to be reimbursed upon presentation of a bona fide sales receipt.

ARTICLE 26 **PERFORMANCE EVALUATIONS**

SECTION 26.1 - INFORMAL CONFERENCES: The Union and the Employer encourages periodic informal evaluation conferences between the employees and his supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem.

SECTION 26.2 - WRITTEN EVALUATIONS: The Employer shall prepare annual evaluations on employees within two (2) months after their anniversary date.

Except where present practice provides otherwise, written evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be limited to the employee's performance of the duties assigned and factors related thereto. The evaluation shall be discussed with the employee, and the employee, if he requests, shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. If the employee is not satisfied with the results of the

review, the employee may submit a rebuttal which will be attached to and filed with the review.

ARTICLE 27

SALARY AND RETIREMENT HEALTH SAVINGS PLAN

SECTION 27.1 - RATES OF PAY: Employees are hourly and are paid in accordance with the pay schedules attached to this Agreement and marked Appendix A, B, C, D and E. The attached salary schedules shall be considered a part of this Agreement.

- A. Effective December 1, 2008, the Lead Signal Electrician, Signal Electrician and Signal Electrician Helper rates shall be increased 3.00%.
- B. Effective December 1, 2009, the Lead Signal Electrician, Signal Electrician and Signal Electrician Helper rates shall be increased 3.00%.
- C. Effective December 1, 2010, the Lead Signal Electrician, Signal Electrician and Signal Electrician Helper rates shall be increased 3.50%.
- D. Effective December 1, 2011, the Lead Signal Electrician, Signal Electrician and Signal Electrician Helper rates shall be increased 3.25%.
- E. Effective December 1, 2012, the Lead Signal Electrician, Signal Electrician and Signal Electrician Helper rates shall be increased 3.00%.

In all cases, the probationary rate will be maintained \$0.30 below the top rate step.

SECTION 27.2 - RETIREMENT HEALTH SAVINGS PLAN

The City of Peoria agreed to establish a Retirement Health Savings (RHS) Plan for the employees covered by this Agreement effective January 1, 2009. Contributions to individual employee RHS accounts shall be made in accordance with the terms of this Agreement, and as authorized by the Internal Revenue Code. The Employer's participation in the "Plan" shall be in accordance with the terms and conditions of the Plan's participation agreement. The Parties hereto designated ICMA-RC to serve as the administrator of the Plan, or its successors appointed in accordance with the Plan and Trust documents.

Effective January 1, 2009 the City agreed to provide for a City contribution of \$10.00 per pay period to each employee's RHS Plan account for each active eligible employee.

SECTION 27.3 - PAY PERIOD/PAY DATES: The pay periods and pay dates shall be published annually by the Personnel Department, and will be paid bi-weekly.

ARTICLE 28

SPECIAL PAY

SECTION 28.1 - TUITION REIMBURSEMENT: Beginning with the 1989 Fall semester, the City of Peoria sponsored a tuition reimbursement program. Persons assigned to the Union will be eligible to participate in the program in accordance with the rules therein described.

SECTION 28.2 – CERTIFICATION PAY: Effective January 1, 2009 full time employees shall receive \$200.00 annual certification pay for obtaining and maintaining a certification for Level II Traffic Signal Technician, provided the employee has maintained the certification for the full calendar year. The certification shall be paid by May 1st each year.

ARTICLE 29 **JOB BIDDING**

SECTION 29.1 - JOB BIDDING: When filling permanent vacancies or workforce additions, the following shall apply:

A . A notice of the vacancy will be posted in the area where employee notices are customarily posted for three (3) working days so that employees of that same Union may bid for the vacancy. If the ability to perform the work is relatively equal, the employee with the most seniority shall be awarded the job.

B. The City shall advise the appropriate Union of all job openings to be filled by hiring and shall give that Union the opportunity to refer a slate of qualified applicants to fill job openings for a period of 48 hours. Qualifications, in this case, include the topics of skill, ability, verifiable work experience and may also include race and gender requirements. The City will provide such requests and qualifications in writing. The City shall not solicit nor hire applicants directly during the 48 hour period and will not circumvent the Union's right to refer applicants for employment.

C. If the Union fails to provide qualified applicants or a sufficient number of qualified applicants within the 48 hour period, the employer may solicit additional applicants on its own and hire from any source it desires.

D. Pursuant to Section 2.1, all new hires will be obligated to join the Union within thirty (30) days.

SECTION 29.2 - TEMPORARY VACANCIES: When filling temporary vacancies, the City shall first contact the Union Business Agent and fill the vacancy by mutually agreed procedures. Workers hired from the hall for temporary work are not assured a 40-hour week, and will not receive holiday pay, sick leave or other fringe benefits that regular City employees receive. When temporary employees are hired from the Union Hall, they shall be paid the outside scale with fringe benefits. Temporary employees who work for the City more than 1,000 hours in a twelve (12) month period will be enrolled in the Illinois Municipal Retirement Fund (IMRF). After enrolment, the employee will have the statutory employee contribution (currently 4.5% of gross wages/salary) deducted from his gross wages/salary and remitted to the Fund. The statutory employer contribution (currently 13.71% of gross wages/salary for 2009) will be deducted from the contribution to the NEAP annuity contribution or other funds contributions provided in the outside scale agreement.

ARTICLE 30 **SAVINGS**

SECTION 30.1 - SAVINGS CLAUSE: If any provision of this Agreement is declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable

laws, statutes and regulations of the United States of America and the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to negotiate in good faith on a substitute provision.

ARTICLE 31

WAIVER

SECTION 31.1 - WAIVER: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the areas of collective bargaining as defined in PA 83-1012 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

With the exception of the following paragraph, the Employer agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining units without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

ARTICLE 32
TERMINATION

This Agreement shall be effective as of the 1st day of December, 2008, and shall remain in full force and effect until the 30th day of November, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

In witness whereof, the parties hereto have set their hands this 25th day of November, 2008.

FOR THE UNION

FOR THE CITY

Electricians Local 51,
Business Representative

Interim City Manager

Steward, Electricians Local 51

Acting Human Resources Director

Director of Public Works

Superintendent, Operations & Maintenance

Traffic Operations Manager

APPENDIX A

ELECTRICIANS WAGES EFFECTIVE 12/1/08

LOCAL 51 – ELECTRICIANS

	Service Date	Hourly Rate
Signal Electrician Lead	On or before May 31, 1986	\$32.01
	6/1/86-5/31/91	\$31.42
	6/1/91-5/31/96	\$30.82
	6/1/96-5/31/01	\$30.22
	After May 31, 2001	\$29.62
Signal Electrician	On or before May 31, 1986	\$30.07
	6/1/86-5/31/91	\$29.50
	6/1/91-5/31/96	\$28.94
	6/1/96-5/31/01	\$28.39
	After May 31, 2001	\$27.83
Signal Electrician Helper	On or before May 31, 1986	\$24.51
	6/1/86-5/31/91	\$24.07
	6/1/91-5/31/96	\$23.62
	6/1/96-5/31/01	\$23.18
	After May 31, 2001	\$22.71

APPENDIX B

**ELECTRICIANS WAGES
EFFECTIVE 12/01/09**

LOCAL 51 – ELECTRICIANS

	Service Date	Hourly Rate
Signal Electrician Lead	On or before May 31, 1986	\$32.97
	6/1/86-5/31/91	\$32.36
	6/1/91-5/31/96	\$31.74
	6/1/96-5/31/01	\$31.13
	After May 31, 2001	\$30.51
Signal Electrician	On or before May 31, 1986	\$30.97
	6/1/86-5/31/91	\$30.38
	6/1/91-5/31/96	\$29.81
	6/1/96-5/31/01	\$29.24
	After May 31, 2001	\$28.67
Signal Electrician Helper	On or before May 31, 1986	\$25.25
	6/1/86-5/31/91	\$24.79
	6/1/91-5/31/96	\$24.33
	6/1/96-5/31/01	\$23.87
	After May 31, 2001	\$23.39

APPENDIX C

ELECTRICIANS WAGES EFFECTIVE 12/01/10

LOCAL 51 – ELECTRICIANS

	Service Date	Hourly Rate
Signal Electrician Lead	On or before May 31, 1986	\$34.13
	6/1/86-5/31/91	\$33.49
	6/1/91-5/31/96	\$32.85
	6/1/96-5/31/01	\$32.22
	After May 31, 2001	\$31.58
Signal Electrician	On or before May 31, 1986	\$32.05
	6/1/86-5/31/91	\$31.45
	6/1/91-5/31/96	\$30.85
	6/1/96-5/31/01	\$30.26
	After May 31, 2001	\$29.67
Signal Electrician Helper	On or before May 31, 1986	\$26.13
	6/1/86-5/31/91	\$25.66
	6/1/91-5/31/96	\$25.18
	6/1/96-5/31/01	\$24.71
	After May 31, 2001	\$24.21

APPENDIX D

ELECTRICIANS WAGES
EFFECTIVE 12/01/11

LOCAL 51 – ELECTRICIANS

	Service Date	Hourly Rate
Signal Electrician Lead	On or before May 31, 1986	\$35.24
	6/1/86-5/31/91	\$34.58
	6/1/91-5/31/96	\$33.92
	6/1/96-5/31/01	\$33.26
	After May 31, 2001	\$32.61
Signal Electrician	On or before May 31, 1986	\$33.09
	6/1/86-5/31/91	\$32.47
	6/1/91-5/31/96	\$31.86
	6/1/96-5/31/01	\$31.25
	After May 31, 2001	\$30.63
Signal Electrician Helper	On or before May 31, 1986	\$26.98
	6/1/86-5/31/91	\$26.49
	6/1/91-5/31/96	\$26.00
	6/1/96-5/31/01	\$25.51
	After May 31, 2001	\$25.00

APPENDIX E

ELECTRICIANS WAGES EFFECTIVE 12/01/12

LOCAL 51 – ELECTRICIANS

	Service Date	Hourly Rate
Signal Electrician Lead	On or before May 31, 1986	\$36.29
	6/1/86-5/31/91	\$35.62
	6/1/91-5/31/96	\$34.94
	6/1/96-5/31/01	\$34.34
	After May 31, 2001	\$33.58
Signal Electrician	On or before May 31, 1986	\$34.09
	6/1/86-5/31/91	\$33.44
	6/1/91-5/31/96	\$32.81
	6/1/96-5/31/01	\$32.18
	After May 31, 2001	\$31.55
Signal Electrician Helper	On or before May 31, 1986	\$27.79
	6/1/86-5/31/91	\$27.29
	6/1/91-5/31/96	\$26.78
	6/1/96-5/31/01	\$26.27
	After May 31, 2001	\$25.75